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**Attorney's Practice**

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**The Court of King's Bench :**

O R, A N

**INTRODUCTION**

T O T H E

Knowledge of the Practice of that Court, as  
it now stands under the Regulation of  
several late Acts of Parliament, Rules  
and Determinations of the said Court :

W I T H

Variety of useful and curious Precedents in Eng-  
lish, settled or drawn by Counsel ; and a com-  
plete INDEX to the Whole.

By a GENTLEMAN of the Inner Temple.

The **Second Edition**, with large **Additions**.

o V O L. II.

In the S A V O Y :

Printed by HENRY LINTOT (Assignee of  
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Rec. Dec. 7, 1904.

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THE  
Attorney's Practice

IN THE  
Court of King's Bench.

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V O L. II.

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*Hilary Term in the Ninth Year of the  
Reign of King George the Second.*

*Roll*

*Ventris.*

Cornwall, **B**E it remembered, That *Memorandum*  
to wit, on Friday next after the *of the same*  
O<sup>c</sup>tave of Saint Hilary in *Term.*  
this same Term, before our Lord the King  
at *Westminster*, A. B. comes by S. H. his  
Attorney, and now brings here in the  
said Court of our said Lord the King his  
certain Bill against C. D. Esq; being in  
the Custody of the Marshal of the King's  
Vol. II. B *Marshalsea*

## The Attorney's Practice

*Declaration in  
Debt on the  
Statute a-  
gainst Bribery  
at Elections.*

*Marshalsea* before the King himself, of a Plea of Debt; and there are Pledges of Prosecuting, *to wit*, *John Doe* and *Richard Roe*; which said Bill follows in these Words:

*Cornwall*, to wit, *A. B.* complains of *C. D.* Esq; being in the Custody of the Marshal of the King's *Marshalsea* before the King himself, in a Plea, that he render to him two thousand Pounds of lawful Money of *Great Britain*, which he oweth to him, and unjustly detaineth from him; for this that the said *C.* not regarding the Statute in such Case lately made and provided, nor fearing the Penalty therein contained, after the twenty-fourth Day of *June* 1729. *to wit*, upon the                      Day of

in the Year of our Lord 1734. at in the County of *Cornwall* aforesaid, did corrupt one *G. G.* to give his Vote for him the said *C.* to be chosen one of the Members for the Borough of                      in the said County of *Cornwall*, to serve for the Commons in the next Parliament for the said Borough (he the said *G. G.* then having a Right to vote in the said Election, and which Election afterwards, *to wit*, on the

Day of                      in the said Year of our Lord 1734, was had at the said Borough) by his the said *C.*'s promising to advance and pay unto the said *G. G.* the Sum of five Pounds of lawful Money of *Great Britain*, *to wit*, at                      aforesaid in the County aforesaid, as and for a Reward to the said *G. G.* in that Behalf, contrary to the Form of the said Statute in such Case

Case lately made and provided, whereby,  
and by Force of the said Statute in such  
Cases lately made and provided, an Action  
accrued to the said *A. B.* to demand and  
have of the said *C.* five hundred Pounds,  
Parcel of the said two thousand Pounds. **And** <sup>2d Count.</sup>  
the said *A. B.* further saith, that the said *C.*  
not regarding the said Statute in such Cases  
lately made and provided, nor fearing the  
Penalty therein contained, after the twenty-  
fourth Day of *June* in the said Year of our  
Lord 1729. *to wit*, upon the Day  
of in the said Year of our Lord  
1734, at afore said in the said  
County of *Cornwall*, did corrupt the said  
*G. G.* to give his Vote for him the said *C.*  
to be chosen one of the Members for the  
said Borough of in the said County  
of *Cornwall*, to serve for the Commons in  
the then next Parliament of *Great Britain*,  
in an Election then shortly to be had of  
Members to serve for the Commons in the  
said Parliament for the said Borough, (he  
the said *G. G.* then having a Right to vote  
in the said Election, and which Election  
afterwards, *to wit*, upon the said  
Day of in the said Year of our  
Lord 1734, was had at the said Borough)  
by his the said *C.*'s advancing and paying un-  
to the said *G. G.* the Sum of five Pounds  
of lawful Money of *Great Britain*, *to wit*,  
at afore said in the County afore-  
said, as and for a Reward to the said *G. G.*  
in that Behalf, contrary to the Form of the  
said Statute in such Cases lately made and  
B 2 provided,



3d Count.

provided, whereby, and by Force of the said Statute in such Case lately made and provided, an Action accrued to the said *A. B.* to demand and have of the said *C.* another Sum of five hundred Pounds, other Parcel of the said two thousand Pounds. And the said *A. B.* further saith, that the said *C.* not regarding the said Statute in such Case lately made and provided, nor fearing the Penalty therein contained, after the said twenty-fourth Day of *June* in the said Year of our Lord 1729, to wit, upon the Day of in the said Year of our Lord 1734 at afore said, in the County of *Cornwall*, did corrupt the said *G. G.* to give his Vote for him the said *C.* to be chosen one of the Members for the said Borough of in the said County of *Cornwall*, to serve for the Commons in the then next Parliament of *Great Britain*, in an Election then shortly to be had of Members to serve for the Commons in the said Parliament for the said Borough, (he the said *G. G.* then claiming to have a Right to vote in the said Election, and which Election afterwards, to wit, upon the Day of in the said Year of our Lord 1734, was had at the said Borough) by his the said *C.*'s promising to advance and pay unto the said *G. G.* the Sum of five Pounds of lawful Money of *Great Britain*, to wit, at afore said in the County afore said, as and for a Reward to the said *G. G.* in that Behalf, contrary to the Form of the said Statute in such Cases lately made and

and



*in the Court of King's Bench.*

5

and provided ; whereby, and by Force of the said Statute in such Cases lately made and provided, an Action accrued to *A. B.* to demand and have of the said *C.* another Sum of five hundred Pounds, other Parcel of the said two thousand Pounds. **And** *4th Count.* the said *A. B.* further saith, that the said *C.* not regarding the said Statute in such Cases lately made and provided, nor fearing the Penalty therein contained, after the said twenty-fourth Day of *June* in the Year of our Lord 1729, *to wit*, upon the Day of                      in the said Year of our Lord 1734, at                      aforesaid in the County aforesaid, did corrupt the said *G. G.* to give his Vote for him the said *C.* to be chosen one of the Members for the said Borough of                      in the said County of *Cornwall*, to serve for the Commons in the then next Parliament of *Great Britain*, in an Election then shortly to be had of Members to serve for the Commons in the said Parliament for the said Borough (he the said *G. G.* then claiming to have a Right to vote in the said Election, and which Election afterwards, *to wit*, upon the said                      Day of                      in the said Year of our Lord 1734. was had at the said Borough) by his the said *C.*'s advancing and paying unto the said *G. G.* the Sum of five Pounds of lawful Money of *Great Britain*, *to wit*, at                      aforesaid in the County aforesaid, as and for a Reward to the said *G. G.* in that Behalf, contrary to the Form of the said

B 3                      Statute

Statute in such Cases lately made and provided; whereby, and by Force of the said Statute in such Cases lately made and provided, an Action accrued to the said *A. B.* to demand and have of the said *C.* another Sum of five hundred Pounds, Remainder of the said two thousand Pounds: **Yet** the said *C.* (although often required) hath not paid to the said *A. B.* the said two thousand Pounds; but hath hitherto refused, and still doth refuse to pay the same to him; whereby he says he is prejudiced, and hath Damages to the Value of one hundred Pounds; and thereupon he brings Suit, &c.

*Plea Nil Debet,*

*Issue.*

*Venire awarded.*

And the said *C.* by *A. S.* his Attorney comes and defends the Force and Injury, when, where and as the Court shall think fit; and says that he doth not owe the said *A. B.* the said Sum of two thousand Pounds, or any Part thereof, in Manner and Form as the said *A. B.* above against him complains; and of this he puts himself upon his Country; and the said *A.* doth the like. **Therefore** let a Jury come before our Lord the King at *Westminster*, on *Thursday* next after the *Octave* of the Purification of the Blessed Virgin *Mary*, who are in no Ways of Kin either to the said *A.* or to the said *C.* to take Cognizance upon their Oaths of the whole Truth of the Premises; because as well the said *C.* as the said *A.* have put themselves upon that Jury. The same is given to the Parties aforesaid, at the same Place.

Hilary

Hilary Term in the Ninth Year of the  
Reign of King George the Second.

Southampton, to wit, D. R. complains of *Declaration in*  
W. G. in the Custody of the Marshal of the *Debt on the*  
*Marshalsea* of our Lord the King being, be- *same Statute*  
fore the King himself, in a Plea, that he *in another*  
render to the said H. one thousand Pounds, *Form.*  
which he owes to the said H. and unjustly  
detains; For that whereas, on the  
Day of                      in the                      Year of the *Recital of the*  
Reign of his present Majesty, there issued *Writ of Elec-*  
out of his said Majesty's Court of *Chancery*  
at *Westminster* in the County of *Middlesex*,  
a certain Writ of his said Majesty's under  
the Great Seal of *Great Britain*, directed to  
the then Sheriff of his Majesty's County of  
*Southampton*; by which said Writ his said  
Majesty reciting, That whereas by the  
Advice and Assent of his said Majesty's  
Counsel for certain arduous and urgent  
Affairs touching his said Majesty, the State  
and Defence of his Kingdom of *Great Bri-*  
*tain*, and the Church, his said Majesty  
had ordered a certain Parliament to be  
holden at his said Majesty's City of *West-*  
*minster* the                      Day of                      then  
next ensuing, there to treat and have Con-  
ference with the Prelates, Great Men and  
Peers of his said Majesty's Realm, did  
Command and strictly Injoin the said Sher-  
riff, that Proclamation being made in his  
next County-Court after the Reception  
of that his said Majesty's Writ to be holden

at the Time and Place aforesaid, two Knights girt with Swords, of the most fit and discreet of the said County, and of every City of that County two Citizens, and of every Borough two Burgesses of the most discreet and sufficient, freely and indifferently by them, who at such Proclamation should be present, the said Sheriff should cause to be Elected, according to the Form of the Statute in that Case made and provided; and the Name of such Knights, Citizens and Burgesses so elected, in certain Indentures thereupon to be made between the said Sheriff and them who should be present at such Election to be inserted (whether the Person so elected should be present or absent) and them at the said Day and Place should cause to come in such Manner, that the said Knights full and sufficient Power for themselves and the Commonalty of the same County, and the said Citizens and Burgesses for themselves and the Commonalty of the said Cities and Boroughs, severally for them, might have to do and consent to those Things which then and there by the Common Council of his said Majesty's Kingdom aforesaid (with God's Assistance) should happen to be ordained upon the Affairs aforesaid; so that through Defect of such Power, or by an improvident Election of such Knights, Citizens and Burgesses, the said Affairs might not in any wise remain unprovided for; Willing nevertheless that neither the said Sheriff,



riff, or any other Sheriff of that his said Majesty's Kingdom aforesaid, in any wise should be elected, and the said Election in full County of the same Sheriff so made distinctly and openly, under the Seal of the same Sheriff, and the Seals of them who should be present at such Election, the same Sheriff should certify to his said Majesty in *Chancery* at the Day and Place aforesaid, without Delay, remitting to his Majesty one Part of the aforesaid Indentures sewed to the said Writ, together with the said Writ; by Virtue of which Writ *A. B. Esq;* then, and until, at and after the Return of the said Writ being Sheriff of the said County of *Southampton*, afterwards and before the Return of the said Writ, *to wit*, on the same

*And of the  
Sheriff's Pre-  
cept thereon.*

Day of            in the Year of our Lord  
                    at the Borough of            afore-  
said in the said County of *Southampton*,  
made his certain Precept in Writing, seal-  
ed with the Seal of his said Office of Sher-  
riff of the said County of *Southampton*,  
and bearing Date the same Day and Year  
last mentioned, directed to the Mayor,  
Aldermen and Burgesses of the said Town  
or Borough of            aforesaid within  
the said County; by which said Precept  
the said Sheriff reciting, That whereas by  
the Advice and Consent of Counsel of our  
said Sovereign Lord the King, for diverse  
weighty and urgent Affairs concerning our  
said Sovereign Lord the King, the Estate and  
Defence of the Kingdom, and the Church,  
our



our said Sovereign Lord the King had Ordained, that a certain Parliament should be held at the City of *Westminster*, on *Thursday* the                      Day of                      then next ensuing, to have Conference with the Prelates, Great Men and Peers of the Realm; therefore the said Sheriff, by Virtue of the said Writ of our said Sovereign Lord the King to him directed, required the said Mayor, Alderman and Burgeses, and every of them, That they should elect, or cause to be elected, by those who should be present, two Burgeses, Men of good Understanding, Wit, Knowledge and Discretion, freely and indifferently (Proclamation being first made, according to the Form of the Statute in that Case made and provided) to serve in the said Parliament for the said Town or Borough; and that they should cause to be inserted the Names of the Persons so Elected, in certain Indentures to be made between him the said Sheriff and those who should make such Election, whether the Persons so elected be present or absent; and so that the said Burgeses should have full Power and Authority for themselves and the whole Commonalty of the said Town or Borough to do and consent to such Things, as with God's Assistance in the said Parliament should happen to be ordained upon the Affairs aforesaid; by Virtue of which said Precept afterwards, and before the Return of the said Writ, *to wit*, on the                      Day of                      in the

*in the Court of King's Bench.*

II

the said Year of the Reign of his said Majesty, at the said Town or Borough of in the County of *Southampton* afore said, the Election of two Burgeses of the said Town or Borough, to serve as Burgeses of the said Town or Borough at the then next Parliament to be holden as afore said, was had and made. And thereupon *E. F.* of afore said, Esq; and *G. H.* of in the County of Esq; were elected, and at the said Return of the said Writ were returned to serve as Burgeses for the said Town or Borough in the said Parliament, to be holden as afore said. The said *W. G.* not regarding the Statute in that Case lately made and provided, nor fearing the Penalty contained therein, after the twenty-fourth Day of *June* in the Year of our Lord 1729. and after the Issuing the said Writ, and before the said Election of Burgeses in and for the said Town or Borough of *to wit*, on the Day of afore said, in the said Year of the Reign of his said Majesty, at the said Town or Borough of afore said, did corrupt and procure *W. L.* who then and at the Time of the said Election had a Right to vote in the said Election, to give his Vote in the said Election for the said *E. F.* and *G. H.* by his the said *W. G.*'s then and there corruptly agreeing with and promising the said *W. L.* as a Reward for his the said *W. L.*'s giving his Vote as afore said, to pay and give him the said

saïd *W. L.* the Sum of five Pounds five Shillings of lawful Money of *Great Britain*, contrary to the Form of the Statute in that Case lately made and provided; by Reason and Means of which saïd corrupt Agreement, and Promise made as aforesaid, the saïd *W. L.* on the      Day of      aforesaid in the Year last aforesaid, at the saïd Town or Borough of

in the saïd County of *Southampton*, gave his Vote for the saïd *E. F.* and *G. H.* at and in the saïd Election; whereby, and by Virtue of the saïd Statute, an Action hath accrued to the saïd *F. R.* to demand and have of the saïd *W. G.* the saïd five hundred Pounds, Parcel of the saïd one thousand Pounds. **And also** that the saïd

2d Count.

*W. G.* not regarding the saïd Statute, nor fearing the Penalty therein contained, after the saïd twenty-fourth Day of *June* in the saïd Year of our Lord 1729, and after the Issuing the saïd Writ, and before the above mentioned Election of Burgesses in and for the saïd Town or Borough of

to wit, on the saïd      Day of      in the      Year of the Reign

of his saïd Majesty, at the saïd Town or Borough of      aforesaid, did corrupt and procure another *W. L.* who then and at the Time of the aforesaid Election, had a Right to vote in the saïd Election, to give his Vote in the saïd Election for the saïd *E. F.* and *G. H.* by his the saïd *W. G.* then and there corruptly agreeing with and promising the last named *W. L.* as a  
Reward

Reward for his so doing, to pay him the said *W. L.* by way of Loan, the Sum of five Pounds five Shillings of lawful Money of *Great Britain*, contrary to the Form and Effect of the said Statute; by Reason and Means of which said corrupt Agreement and Promise last mentioned, the last named *W. L.* afterwards, *to wit*, on the said Day of in the last Year aforesaid, at the said Town or Borough of gave his Vote for the said *E. F.* and *G. H.* at and in the said Election, by Reason of which said Premises last mentioned, and by Virtue of the said Statute, an Action hath accrued to the said *F. R.* to demand and have of the said *W. G.* another Sum of five hundred Pounds, Residue of the said one thousand Pounds: **Nevertheless** the said *W. G.* although often required, has not yet paid to the said *F. R.* the said one thousand Pounds, or any Part thereof, but has hitherto refused and still refuses to pay the same to the said *F. R.* to the Damage of the said *F. R.* of ten Pounds; and thereupon he brings Suit, &c.

—— for the Plaintiff.

—— for the Defendant.

Pledges of Prosecuting } *John Doe,*  
   *Richard Roe.*

Trin.



Trin. Term in the 13 & 14 Geo. II.

Cooke,

Declaration in  
Debt on the  
Statute of 2  
Ed. 6.  
c. 13. for not  
setting forth  
Tythes of Syl-  
va Cædua.

Kent, to wit, *J. A.* late of  
the said County, Yeoman, was summoned  
to answer *F. P.* of a Plea, that he render  
to him nine Pounds eighteen Shillings and  
Ninapence of lawful Money of Great Bri-  
tain, which he owes to him and unjustly  
detains, &c. And whereupon the said *F.*  
by his Attorney says, that whereas  
the said *Francis* now is, and for divers, to  
wit, three Years and more last past was  
Vicar of the Vicarage of the Parish  
Church of *G.* in the said County of *Kent*.  
And whereas the said *John* now, and du-  
ring all the Time last mentioned was Pos-  
sessor and Occupier of a large Quantity,  
to wit, five Acres of Wood-Land, with  
the Appurtenances, lying and being in the  
Parish of *G.* aforesaid, and within the  
Bounds, Limits and Tithable Places of  
that Parish. And whereas the Tithe of  
all Wood being *Sylva Cædua*, and under  
the Age or Growth of twenty Years, a-  
rising or coming on or from the said five  
Acres of Wood-Land with the Appurte-  
nances, cut down for Sale thereof within  
forty Years next before the fourth Day  
of *November* in the second Year of the  
Reign of the late King *Edward* the Sixth,  
and on the same Day and Year last men-  
tioned, was of Right due and payable to  
the Vicar of the Vicarage aforesaid, or to



his Farmer for the Time being, in it's proper Kind and Species: And whereas the said *John* being so possessed of the said five Acres of Wood-Land as aforesaid, and being the Occupier thereof; And the said *Francis* being Vicar of the said Vicarage; he the said *John*, within the Space of three Years now last past, cut down great Quantities of Wood there growing upon the said five Acres of Wood-Land, and being *Sylva Cædua*, and under the Age of twenty Years, for Sale thereof, the Tithe of which said Wood so growing on the said five Acres of Wood-Land as aforesaid, and cut down for Sale thereof, did of Right belong, and was due and payable to the said *Francis*, as being Vicar of the said Vicarage, in it's proper Kind and Species, and of Right ought to have been rendered and paid to him: Nevertheless the said *John* being a Subject of this Kingdom, and all and singular the Premises well knowing, after the Cutting down of the said Wood being *Sylva Cædua*, and under the Age or Growth of twenty Years, for Sale as aforesaid, that is to say, on the first Day of *May* in the Year of our Lord 1740, took and carried away the said Wood from the Places where the same was so cut down, and where the same ought to have been tithed, the tenth Part thereof not being separated, divided or set out by the said *John* from the nine Parts Residue thereof, nor any Agreement or Composition made by the said

said *John* with the said *Francis* for the Tithe thereof, contrary to the Form of the Statute in that Case made and provided. And the said *Francis* avers, that the tenth Part of the said Wood, from the other nine parts Residue thereof so as aforesaid not divided or set out, and by him the said *John* so as aforesaid taken and carried away, at the Time of taking and carrying away thereof was of the Value of three Pounds six Shillings and Threepence of lawful Money of this Kingdom; by Reason whereof an Action hath accrued to the said *Francis* to require and have from the said *John* the said Sum of nine Pounds eighteen Shillings and Ninepence, that is to say, Treble the Value of the Tithe of the said Wood by the said *John* not separated, divided or set out from the nine parts Residue thereof, and contrary to the Form of the said Statute taken and carried away: **Nevertheless** the said *John*, although often required, the aforesaid nine Pounds eighteen Shillings and Ninepence to the said *Francis* hath not rendered, but the same to him to render hath hitherto refused, and doth yet refuse, to the Damage of the said *Francis* of ten Pounds; and thereof he brings Suit, &c.

Easter, 13 Geo. II.

Surry, *to wit*, J. W. who prosecutes as well for our Lord the King as for himself in this Behalf, complains of D. S. being in the Custody of the Marshal, &c. of a Plea, that he render to our said Lord the King, and the said J. W. who prosecutes as well, &c. fifty Pounds of lawful Money of Great Britain, which he owes our said Lord the King, and the said J. W. who prosecutes as well, &c. and unjustly detains; For that whereas after the publishing of a certain Act, made in the Parliament held at Westminster in the ninth Year of the Reign of her late Majesty Queen Anne, intituled (An Act for Establishing a General Post-Office for all her Majesty's Dominions, and for settling a weekly Sum out of the Revenues thereof for the Service of the War, and other her necessary Occasions) *to wit*, on the first Day of March in the thirteenth Year of the Reign of our said Lord the present King, at the Borough of Southwark in the County aforesaid, he the said D. S. did then and there unlawfully, and without any sufficient Authority, for Hire and Reward, receive ten Letters to be carried from the Place where they were received, *to wit*, from the Borough of Southwark aforesaid, to another Place within this Kingdom of England to the said J. W. unknown, and there to be delivered

Declaration in  
Debt on Stat.  
9 Anne, a-  
gainst a  
Coachman for  
carrying Let-  
ters.

vered to divers Persons unknown ; the said *D. S.* on the said first Day of *March* in the Year aforesaid, not being our said Lord the King's Post-master General appointed by our said Lord the King by any Letters Patent under the Great Seal of *Great Britain*, nor the Deputy or Assignee of the Right Honourable *Thomas Lord Lovell* and the Honourable Sir *John Eyles*, Baronet, which said *Thomas Lord Lovell* and Sir *John Eyles*, Baronet, on the said first Day of *March* in the Year aforesaid, and constantly from that Time hitherto, by Virtue of our said Lord the King's Letters Patent under the Great Seal of *Great Britain* to them granted by Virtue of the said Statute, were and now are our said Lord the King's Post-Master General, against the Form of the said Statute in that Case made and provided, whereby this *D. S.* hath forfeited to our said Lord the King, and to the said *J. W.* who prosecutes as well, &c. the Sum of fifty Pounds of lawful Money, *to wit*, the Sum of five Pounds for each Letter of the aforesaid ten Letters, so as aforesaid by the said *D. S.* unlawfully and without any sufficient Authority received, whereby an Action hath accrued to his said Majesty and the said *J. W.* who prosecutes as well, &c. to require and have of the aforesaid *D. S.* the said fifty Pounds. **Nevertheless** the said *D. S.* altho' often required, &c. hath not yet paid the said fifty Pounds to our said Lord the King, and



and the said *J. W.* who prosecutes as well, &c. But he hath hitherto altogether refused and still doth refuse to pay the same, to the Damage of the said *J. W.* who prosecutes as well, &c. of ten Pounds; and therefore he brings Suit as well on the Behalf of his said Majesty as for himself on this Behalf.

—— for the Plaintiff.

—— for the Defendant.

Pledges to prosecute, are } *John Doe,*  
  } *Richard Roe.*

*Easter Term in the Seventh Year of the Reign of his present Majesty George the Second, King of Great Britain, and so forth.*

Middlesex, to wit, Be it remembered, that heretofore, that is to say, of the Term of *St. Hilary* last past, before the Lord the King at *Westminster* came Sir *John Astley*, Baronet, by *Arthur Stone* his Attorney, and brought here into the Court of the said Lord the King then there his certain Bill against *Corbet Kynaston*, Esquire, in Custody of the Marshal, and so forth; upon a Plea of Debt, and so forth; and there are Pledges of prosecuting, to wit, *John Doe* and *Richard Roe*, which said Bill follows in these Words: *Middlesex, to wit,* Sir *John Astley*, Baronet, complains of

*Memorandum of a precedent Term.*



Declaration in  
Debt on a  
Judgment in  
the Common  
Pleas.

*Corbet Kynaston*, Esquire, being in Custody of the Marshal of the *Marshalsea* of our Sovereign Lord the King before the King himself, of a Plea that he render to the said Sir *John* 22209*l.* lawful Money of Great Britain, which the said *Corbet* owes to the said Sir *John*, and unjustly detains from him; For this, *to wit*, That whereas the said Sir *John* heretofore, that is to say, in the Term of *St. Hilary* in the Twelfth Year of the Reign of his late Majesty King *George* the First, in his said late Majesty's Court, before Sir *Robert Eyre*, Knight, and his Companions, then his said late Majesty's Justices of the Bench at *Westminster* in the said County of *Middlesex*, by Consideration of the same Court, recovered against the said *Corbet*, by the Name of *Corbet Kynaston* late of the Town of *Salop* in the County of *Salop*, Esquire, 22209*l.* which in the same Court were adjudged to the said Sir *John* for his Damages which he had sustained, as well by Occasion of the said *Corbet*'s breaking certain Covenants made between the said Sir *John* and the said *Corbet*, as for the said Sir *John*'s Costs and Charges by him laid out about his Suit in that Behalf, whereof the said *Corbet* is convicted, as by the said Record and Proceedings thereof now remaining in the Court of our present Lord the King before his Justices of the Bench at *Westminster* aforesaid manifestly appears; which said Judgment still remains in full Force and Effect, no ways reversed

reversed or annulled; and the said Sir *John* hath not yet obtained his Execution against the said *Corbet* of his Damages aforesaid upon the said Judgment; whereby an Action has accrued to the said Sir *John* to demand and have of the said *Corbet* the said 22209 l. Nevertheless the said *Corbet*, though often requested, has not yet paid the said 22209 l. to the said Sir *John*, but hath hitherto refused to pay the same to him, and still doth refuse, to the Damage of the said Sir *John* 10,000 l. and therefore he brings this Suit, and so forth.

And now at this Day, to wit, *Wednes-* *Imparlance.*  
*day* next after fifteen Days from *Easter*  
Day in this same Term, until which Day the aforesaid *Corbet* had Leave of imparling to the aforesaid Bill, and then to answer, and so forth, before the King at *Westminster*, comes as well the aforesaid Sir *John* by *Arthur Stone* his Attorney, as the aforesaid *Corbet* by *H. R.* his Attorney; and the aforesaid *Corbet* defends the *Payment*  
Force and Injury when, and so forth, and *pleaded.*  
saith, That the said Sir *John* ought not to have or maintain his said Action against him; because he saith, That he the said *Corbet* before the Day of exhibiting of the said Bill of the said Sir *John* against him, to wit, on the first Day of *July* in the first Year of the Reign of his present Majesty at *Westminster* aforesaid, paid to the said Sir *John* the said Sum of 22209 l. And this he is ready to verify; wherefore he  
C 3                      prays

*The Attorney's Practice*

prays Judgment if the said Sir *John* ought to have or maintain his said Action against him, &c.

*Replication.*

And the said Sir *John* saith, that he, by any Thing by the said *Corbet* above in Pleading alledged, ought not to be barred from having or maintaining his said Action thereof against him, because he the said Sir *John* saith, That the said *Corbet* did not pay to him the said Sir *John* the said Sum of 22209 *l.* as the said *Corbet* in his said Plea above hath alledged; and this he prays may be inquired of by the Country; and the said *Corbet* doth the like, &c.

*Issue.*

Venire awarded.

Therefore let a Jury come thereupon before the Lord the King at *Westminster*, on next after and who neither, and so forth, to take Knowledge, and so forth; because as well, and so forth. The same Day is given to the same Parties there, and so forth.

*Hilary Term in the Twelfth Year of King George the Second.*

*Memorandum of a particular Day in the preceding Term.*

Middlesex, to wit, Be it remembered, that heretofore, that is to say, on *Tuesday* next after fifteen Days from the Day of *St. Martin* in *Michaelmas* Term last past, before our Lord the King at *Westminster* *Sarah Jolley* came by *James Turner* her Attorney, and brought into the Court of our Lord the King then there her Bill against *Margaret Rose*, being in the Custody of

of the Marshal of the *Marshalsea* of our said Lord the King, before the King himself, of a Plea of Debt, and there are Pledges for Prosecuting, to wit, *John Doe* and *Richard Roe*, which said Bill follows in these Words: to wit, *Middlesex*, to wit, *Debt on a Judgment recovered against the Defendant as an Executrix* *Sarah Jolley* complains of *Margaret Rose*, being in the Custody of the Marshal of the *Marshalsea* of our Lord the King before the King himself, of a Plea, that she render to the said *Sarah* thirty-five Pounds lawful Money of *Great Britain*, which the said *Margaret* owes to the said *Sarah*, and unjustly detains from her; for that, to wit, That whereas the said *Sarah*, in this present *Michaelmas* Term, in the Court of our said Lord the King before the King himself now here, to wit, at *Westminster*, by the Consideration of the said Court recovered against the said *Margaret*, by the Name of *Margaret Rose*, Executrix of the last Will and Testament of *Isaac Stephens* deceased, otherwise lately called *Isaac Stephens* of the Parish of *Chelsea* in the County of *Middlesex*, Carpenter, as well a certain Debt of thirty-five Pounds, as seventeen Pounds, which in the same Court here were adjudged to the

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Debt on an Obligation against an Executor in the *Debet* and *Destinet* suggesting a *Devastavit*. Ruled for the Defendant; for the Court will not allow the Action to go further than it had been before, viz. than Debt on a Judgment. 1 Lev. 147.



said *Sarah* for her Damages which she had sustained, as well by Occasion of the detaining that Debt, as for her Costs and Charges by her about her Suit in that Behalf expended, to be levied of the Goods and Chattels which were of the said *Isaac* at the Time of his Death, if the said *Margaret* had so much in her Hands to be administered, whereof the said *Margaret* was convicted, as by the Record and Proceedings thereof in the said Court here remaining manifestly appears; and the said *Sarah* in Fact says, That the said *Margaret* afterwards satisfied her the said *Sarah* of the said seventeen Pounds for the Damages aforesaid; which said Judgment still remains in full Force and Effect as to the said Debt, no Ways reversed, annulled or satisfied; and the said *Sarah* hath not yet obtained her Execution against the said *Margaret* of the Debt aforesaid upon the said Judgment. And the said *Sarah* further in Fact says, that after the said Judgment was given in Form aforesaid, to wit, on the                      Day of *November* in the Twelfth Year of the Reign of our Sovereign Lord the now King at *Westminster* aforesaid in the County aforesaid, divers Goods and Chattels, which were of the said *Isaac* at the Time of his Death, to the Value of the said Debt of 35 *l.* came to the Hands of the said *Margaret* to be administered; which said Goods and Chattels the said *Margaret* afterwards, to wit, on the same Day and Year at *Westminster*

Devastavit  
suggested.

*minster* afore said, sold, elained, wasted, converted and disposed to her own proper Use; by which an Action accrued to the said *Sarah* to demand and have of the said *Margaret* the said thirty-five Pounds: **Nevertheless**, the said *Margaret*, altho' often required, &c. has not yet paid the said thirty-five Pounds to the said *Sarah*, but has intirely refused, and still does refuse, to pay her the same; whereupon she says she is damnified, and has Damage to the Value of ten Pounds; and thereupon she brings Suit, &c.

And now at this Day, to wit, *Tuesday* *Impar lance.* next after the Octave of *St. Hilary* in this same Term, to which Day the said *Margaret* had Leave to imparle to the said Bill, and then to answer, &c. before our Lord the King at *Westminster*, comes as well the said *Sarah Jolley*, by her Attorney afore said, as the said *Margaret* by *Giles Taylor* her Attorney; And the said *Margaret* defends the Force and Injury, when, &c. and says, That the said *Sarah* *Plea Nul tiel* ought not to have or maintain her said Record. Action against her the said *Margaret*, because she says, that there is no such Record of the Recovery afore said in the said Court of our said Lord the King now here remaining, as the said *Sarah* by her Declaration has above supposed. And this she is ready to verify; whereupon she prays Judgment if the said *Sarah* ought to have or maintain her said Action against her the said *Margaret*, &c.

And

Replication,  
Habetur tale  
Recordum.

Issue.

AND the said *Sarah* says, That she, by any Thing before alledged by the said *Margaret* in pleading, ought not to be barred from having her aforesaid Action against the said *Margaret*; because she says, That there is such Record of the Recovery aforesaid remaining in the said Court of our said Lord the King now here before the King himself, *to wit*, at *Westminster* aforesaid, as she the said *Sarah* has by her said Declaration above supposed. And this she is ready to verify by that Record, as appears in *Trinity* Term in the Eleventh and Twelfth Years of the Reign of our said Lord the now King, in the Roll; and she prays that the said Term and Roll may by the said Court of our said Lord the King now here be viewed and inspected; and because it is necessary that the said Record be viewed and inspected before that Judgment in this Behalf be given, a Day for that Purpose is given by the Court here before our Lord the King at *Westminster*, until *Wednesday* next after fifteen Days from the Day of *Easter*; and the same Day is also given to the Parties aforesaid at the same Place.

Pleas

*Pleas before our Lord the King at Westminster, of the Term of the Holy Trinity in the Year of the Reign of our Sovereign Lord now King of* *Ec.*

*B. R. a Nisi Prius Record.*

Middlesex, **It** remembered, That *Memorandum of a Declaration of a precedent Term.*  
*to wit,* heretofore, *to wit,* in Easter Term last past, before our Lord the King at Westminster came S. D. Gent. by J. L. his Attorney, and brought into the Court of our said Lord the King then there his certain Bill against J. A. Esq; otherwise called J. A. of the Inner Temple, London, Esq; being in the Custody of the Marshal of the Marshalsea of our Lord the King before the King himself, of a Plea of Debt; and there are Pledges of Prosecuting, namely, John Doe and Richard Roe; which said Bill follows in these Words, *to wit,* Middlesex, *to wit,* S. D. Gentleman, complains of J. A. Esq; otherwise called J. A. of the Inner Temple, London, Esq; being in the Custody of the Marshal, &c. of a Plea, that he render to him one hundred and thirty Pounds of lawful Money of England, which he owes him and unjustly detains; For that, *to wit,* That whereas the said John on the seventeenth Day of April in the Year of our Lord one thousand seven hundred and thirty-five, at Westminster *B. R. Debt on a Bond.*



*Proferit.*

minster in the County aforesaid, by his Writing Obligatory, sealed with the Seal of the said *John*, And to the Court of our said Lord the now King here shewn, the Date whereof is on the same Day and Year, acknowledged himself to be held and firmly bound to the said *Samuel* in the said one hundred and thirty Pounds, to be paid to the said *Samuel* when he should be thereto afterwards required:

*Breach:*

Yet the said *John*, although often required, &c. has not yet paid the said one hundred and thirty Pounds to the said *Samuel*, but has hitherto intirely refused and still does refuse to pay him the same, to the Damage of the said *Samuel* of twenty Pounds; and thereupon he brings Suit, &c.

*Impar lance.*

And now at this Day, that is to say, on *Friday* next after the Morrow of the Holy Trinity in this same Term, to which Day the said *John* had Leave to imparl to the said Bill, and then to answer thereunto, before our Lord the King at *Westminster* come as well the said *Samuel* by his Attorney aforesaid, as the said *John* by *J. M.* his Attorney. And the said *John* defends the Force and Injury when, &c. and says, that he ought not to be charged with the said Debt by Virtue of the said Writing; because he says, that that Writing is not his Deed; and of this he puts himself upon the Country: And the said *Samuel* does so likewise, &c. Therefore let a Jury come thereupon before

*Plea, Non est factum.*

*Issue.*

*Venire awarded.*

*in the Court of King's Bench.*

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before our Lord the King at *Westminster*,  
on *Wednesday* next after the Octave of  
the Holy Trinity; and who neither, &c.  
to recognize, &c. because as well, &c. The  
same Day is given to the Parties aforesaid  
at the same Place, &c.

*Pleas before our Lord the King at  
Westminster, of the Term of the  
Holy Trinity in the  
Year of the Reign of our Sove-  
reign Lord  
now King of*                      *&c.*

Middlesex, **T**HE Jury between *S. D.* *The Jurat.*  
*to wit,* Gent. by his Attorney,  
Plaintiff, and *John A. Esq;* otherwise  
called *John A.* of the *Inner Temple*,  
*London*, Esq; Defendant, of a Plea of  
Debt, are respited before our Lord the  
King at *Westminster*, until *Tuesday* next  
after three Weeks of the Holy Trinity,  
unless the King's Right Trusty and Well-  
beloved Sir *W. L.* Knight, his Maje-  
sty's Chief Justice, assigned to hold Pleas  
in the Court of our Lord the King before  
the King himself, shall first come on *Mon-  
day* next after the said three Weeks of  
the Holy Trinity at *Westminster*, in the  
great Hall of Pleas there, by the Form  
of the Statute, &c. for Default of the  
Jurors, &c. Therefore let the Sheriff  
have the Bodies, &c. The same Day is  
given

given to the Parties aforesaid at the same Place.

*Easter Term in the Fifteenth Year of  
King George the Second.*

*Cooke,*

*Debt on a*

*Bond in C. B.*

*Middlesex, to wit, John Doe, late of Westminster in the County of Middlesex, Gentleman, otherwise called John Doe, late of Portsmouth in the County of Southampton, Gentleman, was summoned to answer Richard Roe of a Plea, that he render to him two hundred Pounds which he owes him and unjustly detains, &c. And whereupon the said Richard Roe by J. S. his Attorney says, That whereas the said John Doe, on the first Day of June in the fourteenth Year of the Reign of our Lord the King, at Westminster in the County of Middlesex, by his Writing Obligatory, acknowledged himself to be bound to the said Richard Roe in the said two hundred Pounds, to be paid to the said Richard Roe when he should be thereto required: Yet the said John Doe, altho' often required, has not yet rendered the said two hundred Pounds to the said Richard Roe, but has hitherto refused and still does refuse to render to him the same: Wherefore he says, that he is injured and hath Damage to the Value of twenty Pounds; and thereupon he brings Suit, &c. And he brings here into Court the said Writing which testifies the*

*Breach.*

*Profert.*

*in the Court of King's Bench.*

31.

the said Debt in Form aforesaid, the Date whereof is on the Day and Year aforesaid, &c.

Easter, 13 Geo. II.

Cooke,

Nottinghamshire, to wit, D. B. late of  
in the said County

otherwise called D. B. of in the  
County of was summoned to an-

swer J. R. and Margaret his Wife, (lately  
called Margaret M.) of a Plea, that he  
render to them thirty-two Pounds of law-  
ful Money of Great Britain, which he  
owes and unjustly detains from them, &c.

And whereupon the said John and Marga-  
ret by their Attorney complain, That

whereas the said Daniel on the first Day  
of May in the Year of our Lord 1736,

at Mansfield in the said County of Not-  
tingham, by his certain Writing Obliga-

tory, sealed with the Seal of him the  
said Daniel, acknowledged himself to

be held and firmly bound unto the said  
Margaret whilst she was sole by the Name

of Margaret M. of B. in the County  
aforesaid, Victualler and Grocer, in the

aforesaid thirty-two Pounds of good and  
lawful Money of Great Britain, to be

paid to the said Margaret M. her Heirs,  
Executors, Administrators, or Assigns, or

any of them, when he should be afterwards  
thereto required: Nevertheless the said

Daniel the aforesaid thirty-two Pounds,  
or

*Declaration in  
Debt by Barrow  
and Feme, on  
a Bond to the  
Feme whilst  
Sole.*

*Breach.*



*Profert.*

or any Part thereof, to the said *Margaret* whilst she was Sole, or to them the said *John* and *Margaret* after the Marriage between them celebrated, hath not rendered (although often thereto requested) but hath wholly refused and still doth refuse to render the same to the said *John* and *Margaret*, to the Damage of them the said *John* and *Margaret* of forty Pounds; and thereupon they bring this Suit: And the aforesaid *John* and *Margaret* bring here into Court the aforesaid Writing Obligatory of the said *Daniel*, which testifies the Debt aforesaid in Form aforesaid, the Date whereof is the Day and Year abovesaid.

B. R. Debt  
on a Bond by  
the surviving  
Obligee a-  
gainst the  
Executor of  
the Obligor.

Middlesex, to wit, J. C. complains of *W. A.* one of the Servants to *W. B.* Esq; being in the Custody of the Marshal of the *Marshalsea* of our Lord the King, before the King himself, Executor of the Testament and last Will of *W. A.* his late Father, deceased, otherwise called *W. A.* of the Town of *Buckingham* in the County of *Bucks*, Draper, of a Plea, that he render to him six hundred Pounds of lawful Money of *Great Britain*, which he unjustly detains; for that, to wit, That whereas the said *W. A.* the Testator in his Life-time, to wit, on the twelfth Day of *November* in the twenty-seventh Year of the Reign of our late Sovereign Lord *Charles* the Second, late King

King of Great Britain, &c. at Westminster in the County of Middlesex afore-  
 said, by his Writing Obligatory, sealed  
 with the Seal of the said *William Atton*  
 the Testator, in his Life-time, And to *Profer of the*  
 the Court of our said Lord the now King *Bond.*  
 here shewn, the Date whereof is on the  
 same Day and Year, acknowledged him-  
 self to be held and firmly bound to the  
 said *John Clarke*, and to one *John Wilson*,  
 Gentleman, now deceased, in the said six  
 hundred Pounds to be paid to the said  
*John Clarke* and *John Wilson*, when he  
 should be thereunto afterwards required:  
 Yet the said *William Atton* the Testator *Breach.*  
 in his Life-time, and the said *William*  
*Atton* the now Defendant, after the Death  
 of the said *William Atton* the Testator,  
 although often required, &c. have not,  
 nor has either of them paid the said six  
 hundred Pounds to the said *John Clarke*  
 and *John Wilson*, or to either of them in  
 the Life-time of the said *John Wilson*, or  
 to the said *John Clarke* after the Death of  
 the said *John Wilson*, but have refused to  
 pay them the same: And the said *William*  
*Atton* the Executor still refuses to pay  
 the same to the said *John Clarke*, to the  
 Damage of the said *John Clarke* of forty  
 Pounds: And thereupon he brings Suit,  
 &c.

**B. R. Debt**  
*on a Bond by*  
*the King's*  
*Grantee of the*  
*Estate and*  
*Effects of the*  
*Obligee, who*  
*was attainted*  
*of High*  
*Treason.*

**Profer.**

**Attainder by**  
*Parliament.*

London, *to wit*, The most illustrious Prince the Duke of York complains of *E. F.* Gentleman, otherwise called, *&c.* being in the Custody of the Marshal, *&c.* of a Plea, that he render to him two hundred Pounds of lawful Money of *England* [*Great Britain*] which he owes him, and unjustly detains, for this, *to wit*, That whereas the said *E.* on the twenty-sixth Day of *April* in the Year of our Lord one thousand, *&c.* at *London*, *to wit*, in the Parish of *St. Mary Le Bow* in the Ward of *Cheap*, by his Writing Obligatory, sealed with the Seal of the said *E.* **And** to the Court of our said Lord the now King here shewn, the Date whereof is on the Day and Year aforesaid, acknowledged himself to be held and firmly bound to one *T. W.* late of *M.* in the County of *R.* Esq; in the said two hundred Pounds, to be paid to the said *T.* when he should be thereto required: **And** also whereas by a certain Act in the Parliament of our Lord the now King, begun and held at *Westminster* in the County of *Middlesex*, on the twenty-fifth Day of *April* in the twelfth Year of his Reign, and there continued to the twenty-ninth Day of *December* thence next following, the said *T.* amongst others was duly and lawfully convicted and attainted of High Treason; by which the said Writing and the Money by the same due became forfeited to our Lord the now King: **And** afterwards,

afterwards, *to wit*, on the third Day of *The King's*  
*April* in the thirteenth Year of the Reign *Grant.*  
of our said Lord the now King, by his  
Letters Patent under his Great Seal of  
*England*, bearing Date at *Westminster*  
the same Day and Year last mentioned,  
gave and granted to the said Duke of  
*York* and his Assigns for ever all the Goods,  
Debts, and other Chattels personal what-  
soever of the said *T. W.* and of the other  
Persons so convicted and attainted of  
High Treason as aforesaid, wherein, or  
of which the said *T. W.* stood possessed in  
Law or Equity, by which the said Duke  
of *York* is now become interested and in-  
titled in and to the said Writing amongst  
the rest of the Goods, Debts, and Chat-  
tels of the said *T. W.* by which an Action  
has accrued to the said Duke to demand  
and have of the said *E.* the said two hun-  
dred Pounds: *Breac'h.* Yet the said *E.* although  
often required, *&c.* has not yet paid the  
said two hundred Pounds to our said Lord  
the King, or to the said Duke, but has  
hitherto intirely refused to pay them the  
same, and still refuses to pay the same to  
the said Duke, to the Damage of the said  
Duke of forty Pounds: And thereupon he  
brings Suit, *&c.*

London, *to wit*, Sir Edward Northey, B. R. Debt  
Knight, Attorney General of our Sove- *on a Bond to*  
reign Lady the now Queen, who profe- *the late King*  
cutes for our said Lady the Queen, com- *William,*  
plains of Richard Davis, otherwise called *presented by*  
the Attorney  
General.



*Proferth.**Breach.*

*Richard Davis* of the Parish of *St. Edmund the King, London*, Wine-Cooper, being in the Custody of the Marshal, &c. of a Plea, that he render to our said Lady the Queen two thousand Pounds of lawful Money of *England*, which he owes to our said Lady the Queen, and unjustly detains, for that, *to wit*, That whereas the said *Richard*, on the thirty-first Day of *July* in the Year of our Lord one thousand seven hundred and one, at *London* aforesaid, *to wit*, in the Parish of *St. Mary Le Bow* in the Ward of *Cheap*, by his Writing Obligatory, sealed with the Seal of the said *Richard*, **And** to the Court of our said Lady the Queen now here shewn, the Date whereof is on the same Day and Year, acknowledged himself to be held and firmly bound to his most excellent Majesty *William* the Third, late King of *England*, now deceased, in his Life-time, in the said two thousand Pounds to be paid to his said Majesty the late King, or to his Successors, when he should be thereunto afterwards required: **Yet** the said *Richard*, although often required, &c. has not yet paid the said two thousand Pounds to his said late Majesty King *William* in his Life-time, or to our said Sovereign Lady *Anne*, now Queen of *England*, since the Decease of his said late Majesty King *William*, but intirely refused to pay the same to his said late Majesty King *William* in his Life-time, or to our said Lady the now Queen since the Death of his said late

late Majesty, and still refuses to pay the same to our said Lady the now Queen, to the Damage of our said Lady the now Queen of one hundred Pounds: And thereupon the said Attorney General of our said Lady the now Queen for our said Lady the now Queen brings this Suit, &c.

Middlesex, *to wit*, Frances O. Widow, C.B. Bill in  
by Robert B. her Attorney, complains of Debt on a  
R. P. one of the Attorneys of the Court Bond against  
of our Lady the Queen of the Bench here, an Attorney.  
otherwise called Robert P. of the City of  
L. in the County of the same City, Gentleman, present here in Court in his proper Person, for that, that he has not rendered to the same Frances one hundred and twenty Pounds which he owes her, and unjustly detains, &c. for that, *to wit*,  
That whereas the said Robert, on the fifteenth Day of July in the third Year of the Reign of our Sovereign Lady Anne, now Queen of England, at Westminster in the County of Middlesex aforesaid, by his Writing Obligatory, had acknowledged himself to be bound to the said Frances in the said one hundred and twenty Pounds to be paid to the said Frances when he should be thereto required: Yet the said Breach.  
Robert, although often required, has not yet rendered the said one hundred and twenty Pounds to the said Frances, but has hitherto refused and still does refuse to render her the same; wherefore the  
D 3 said

*Proferit.*

said *Frances* says, that she is injured, and hath Damage to the Value of twenty Pounds: And thereupon she prays Remedy, &c. And she brings here into Court the said Writing, which testifies the said Debt in Form aforesaid, the Date whereof is on the Day and Year aforesaid.

Unless the Defendant shall appear on *Saturday* next after the Morrow of the Ascension of our Lord, let him be forejudged the Court.

By the Court.

*Cooke.*

B. R. Debt  
on a Bond by  
the surviving  
Executor of  
the Obligees.

London, to wit, *John Birkhead*, Gentleman, Executor of the Testament and last Will of *Dorothy Birkhead*, Widow, deceased, complains of *Anthony Rowe*, Esq; otherwise called *Anthony Rowe* of the Parish of *St. Martin in the Fields* in the County of *Middlesex*, being in the Custody of the Marshal, &c. of a Plea, that he render to him one thousand and four hundred Pounds of lawful Money of *Great Britain*, which he unjustly detains, for this, to wit, That whereas the said *Anthony* on the twenty-eighth Day of *May* in the twelfth Year of the Reign of the Sovereign Lord *George the First*, late King of *Great Britain*, &c. at *London* aforesaid, to wit, in the Parish of *St. Mary Le Bow* in the Ward of *Cheap*, by his Writing

Writing Obligatory, sealed with the Seal of the said *Anthony*, And to the Court of our Lord the now King here shewn, the Date whereof is on the same Day and Year, acknowledged himself to be held and firmly bound to the said *Dorothy* in her Life-time in the said one thousand and four hundred Pounds, to be paid to the said *Dorothy* when he should be afterwards thereto required: Yet the said *Anthony*, although often required, &c. the said one thousand and four hundred Pounds to the said *Dorothy* in her Life-time, or to the said *John* after the Decease of the said *Dorothy*, or to either of them, has not yet paid, but the said *Anthony* has hitherto intirely refused to pay the said one thousand and four hundred Pounds to the said *Dorothy* in her Life-time, and to the said *John* after the Decease of the said *Dorothy*, and still refuses to pay the same to the said *John*, to the Damage of the said *John* of twenty Pounds: And thereupon he brings Suit, &c. And the said *John* brings here into Court the Letters Testamentary of the said *Dorothy*, by which it sufficiently appears to the Court here, that the said *John* is the Executor of the said Testament of the said *Dorothy*, and has the Administration thereof, &c.

*Profer of the Bond.*

*Breach.*

*Profer of the Probate.*

Middlesex, to wit, Margaret Joyner, Widow, Executrix of the Testament and last Will of Robert Joyner, complains of *Jonathan Horwood* of the Parish of St. Margaret against an

B. R. Debt on Bond by the Executrix of the Oblige against an Attorney.



## The Attorney's Practice

*garet Westminster* in the County of *Middlesex*, Gent. one of the Attorneys of the Court of our Lord the King, before the King himself being present here in Court in his proper Person, otherwise called, &c. of a Plea, that he render to her one hundred Pounds of lawful Money of *Great Britain*, which he unjustly detains from her, for that, *to wit*, That whereas the said *Jonathan*, on the seventh Day of *May* in the thirty-sixth Year of the Reign of his late Majesty *George* the First, late King of *Great Britain*, &c. at *Westminster* in the County of *Middlesex* aforesaid, by his Writing Obligatory, sealed with the Seal of the said *Jonathan*, And to the Court of our said Lord the now King here shewn, the Date whereof is on the same Day and Year, acknowledged himself to be held and firmly bound to the said *Robert* in his Life-time in the said forty Pounds, to be paid to the said *Robert* when he should be thereunto afterwards required: Yet the said, &c.

*Prasert.*

*Breach.*

*B. R. Debt on a Bond by Baron and Feme, Executrix of the Obliges against the Administrator of the Obliger.*

*London, to wit, Edward Frith* and *M.* his Wife, Executrix of the Testament and last Will of *Samuel Masson* lately deceased, complain of *Robert Heard*, Administrator of all and singular the Goods and Chattels, Rights and Credits which were of *John Heard* late of *Ware* in the County of *Hertford*, Yeoman, deceased, otherwise called, &c. being in the Custody of the Marshal, &c. of a Plea, that he render to them

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em forty Pounds, &c. of lawful Mo-  
ny of Great Britain, &c. which he un-  
justly detains from them; for that, to  
wit, That whereas the said *John* in his  
Life-time, to wit, on the thirty-first Day  
of *March* in the Year of our Lord one  
thousand six hundred and eighty-eight, at  
*London* aforesaid, to wit, in the Parish of  
*S. Dunstan in the West* in the Ward of  
*Barbington Without*, by his Writing Obli-  
gatory, sealed with the Seal of the said  
*John* in his Life-time, And to the Court  
of our said Lord the now King here shewn,  
the Date whereof is on the same Day and  
Year, acknowledged himself to be held  
and firmly bound to the said *Samuel* in his  
Life-time in the said forty Pounds, to be  
paid to the said *Samuel* when he should be  
thereunto afterwards required: Yet the  
said *John* in his Life-time, or the said *Ro-  
bert* after his Death, although often re-  
quired, &c. have not paid, nor has either  
of them paid the said forty Pounds to the  
said *Samuel* in his Life-time, or to the said  
*Margaret* after his Death whilst she was  
Sole, or to the said *Edward* and *Margaret*  
after the Marriage between them celebra-  
ted, but the said *John* in his Life-time in-  
tirely refused, and after his Death the said  
*Robert* still refuses to pay the same, and  
unjustly detains, to the Damage of the  
said *Edward* and *M.* of ten Pounds: And  
thereupon they bring Suit, &c. And the  
said *Edward* and *Margaret* bring here into  
Court the Letters Testamentary of the  
Testament

*Profert of the  
Bond.*

*Breach.*

*Profert of the  
Probate.*

Testament and last Will of the said *Samuel*, whereby it sufficiently appears to the Court here, that the said *Margaret* is Executrix of the said Testament, and thereof has the Administration, &c.

B. R. Debt  
on a Bond by  
the surviving  
Executor of  
the Obligee.

Profert.

Breach.

Suffex, to wit, *Henry Crawley*, Executor of the Testament and last Will of *Nicholas Chaloner* deceased, complains of *Thomas Holloway*, otherwise called *Thomas Holloway* of the Parish of *Meeching*, otherwise *Newhaven* in the County of *Suffex*, Butcher, being in the Custody of the Marshal, &c. of a Plea, that he render to him thirty and two Pounds of lawful Money of *Great Britain*, which he unjustly detains from him, for this, to wit, That whereas the said *Thomas* on the twenty-fourth Day of *December* in the eighth Year of the Reign of our Sovereign Lord *George* the Second now King of *Great Britain*, &c. at *Lewes* in the County aforesaid, by his Writing Obligatory, sealed with the Seal of the said *Thomas*, And to the Court of our said Lord the now King here shewn, the Date whereof is on the same Day and Year, acknowledged himself to be held and firmly bound to the said *Nicholas* in his Life-time in the said thirty and two Pounds, to be paid to the said *Nicholas* in his Life-time, his Executors or Administrators, when he should be thereunto afterwards required: Yet the said *Thomas*, although often required, &c. has not paid the said thirty and two Pounds

Sounds to the said *Nicholas* in his Lifetime, nor to the said *Henry* after the Decease of the said *Nicholas*, nor to *Thomas Chalonier* now deceased, Executor with the said *Henry* of the said Testament of the said *Nicholas Chalonier*, or to any one of them, which said *Thomas Chalonier* the said *Henry* survived, but intirely refused to pay the same to the said *Nicholas* in his Lifetime, or to the said *Henry* and *Thomas*, or either of them, after the Death of the said *Nicholas*, and still refuses to pay the same to the said *Henry*, and unjustly detains the same in Delay of the faithful Execution of the said Testament of the said *Nicholas*, and to the Damage of the said *Henry* of twenty Pounds: And thereupon he brings Suit, &c. And the said *Henry* brings here into Court the Letters Testamentary of the said *Nicholas*, by which it sufficiently appears to the Court of our said Lord the now King here, that he the said *Henry* and the said *Thomas Chalonier* now deceased were the Executors of the said Testament and last Will of the said *Nicholas*, and thereof had the Administration, &c.

*Proffert of the Probate.*

London, to wit, *John Drury* and *Timothy Dayley*, Executors of the Testament and last Will of *Elizabeth Hickey* deceased, who was the Executrix of the Testament and last Will of *Matthew Hickey*, also deceased, complain of *Richard Monger*, Administrator of all and singular the Goods and

B. R. Debt on a Bond by the Executors of the Executrix of the Obligee against the Administrator of the Obligor.



*Profert. of the  
Bond.*

*Breach.*

and Chattels, Rights and Credits, which were of *Peter Monger* lately deceased, otherwise called *Peter Monger* of the Parish of *St. Buttolph* without *Aldgate* in the County of *Middlesex*, Brewer, in the Custody of the Marshal, &c. of a Plea, that he render to them two hundred Pounds of lawful Money of *Great Britain*, which he unjustly detains, &c. for this, to wit, That whereas the said *Peter Monger* in his Life-time, to wit, on the twenty-second Day of *January* in the Year, &c. at, &c. by his Writing Obligatory, sealed with the Seal of the said *Peter* in his Life-time, **AND** to the Court of our said Lord the now King here shewn, the Date whereof is on the same Day and Year, acknowledged himself to be held and firmly bound to the said *Matthew Hickey* in his Life-time in the said two hundred Pounds, to be paid to the said *Matthew*, his Executors or Assigns, when he should be thereunto afterwards required: **Yet** the said *Peter Monger* in his Life-time, or the said *Richard* after the Death of the said *Peter*, although often required, &c. have not paid the said two hundred Pounds to the said *Matthew* in his Life-time, or to the said *Elizabeth* in her Life-time after the Death of the said *Matthew*, or to the said *John* and *Richard* or either of them, after the Death of the said *Elizabeth*, but have refused to pay the same to them or either of them; and the said *Richard* still refuses to pay the same to the said *John* and

and *Timothy*, and unjustly detains: Wherefore they say, that they are injured and have Damage to the Value of twenty Pounds: And thereupon they bring Suit, &c. And the said *John* and *Timothy* bring here into Court as well the said Letters Testamentary of the said *Matthew*, by which it sufficiently appears to the Court here, that the said *Elizabeth* was the Executrix of the said Testament of the said *Matthew*, and thereof had the Administration, &c. as the said Letters Testamentary of the said *Elizabeth*, by which it sufficiently appears to the Court here, that the said *John* and *Timothy* are the Executors of the said Testament of the said *Elizabeth*, and thereof have the Administration, &c.

*Proffert of the Probate of the Will of the Obligee.*

*And of Probate of the Will of his Executrix.*

London, to wit, *George Lysons*, Gentleman, complains of Dame *Mary Stapley*, Widow, Executrix of the Testament and last Will of Sir *John Stapley*, Knight and Baronet, her late Husband, deceased, otherwise called Sir *John Stapley* of *Briel* in the County of *Sussex*, Knight and Baronet, being in the Custody of the Marshal of the *Marshalsea* of our Lady the Queen, before the Queen herself, of a Plea, that she render to him two hundred Pounds of lawful Money of England [Great Britain] which she unjustly detains, for that, to wit, That whereas the said Sir *John* in his Life-time, to wit, on the twenty-ninth Day of *October* in the Year of our Lord

*B. R. Debt on a Bond against the Executrix of the Obligor.*

one

*Profert.**Breach.**Plea, Non  
est factum  
testatoris.**Issue.**Venire fa-  
cias award-  
ed.*

one thousand six hundred and eighty-nine,  
at *London*, to wit, in the Parish of *St.  
Mary Le Bow* in the Ward of *Cheap*, by  
his Writing Obligatory, sealed with the  
Seal of the said *Sir John*, And to the  
Court of our Lady the now Queen here  
shewn, the Date whereof is on the same  
Day and Year, acknowledged himself to  
be held and firmly bound to the said  
*George* in the said two hundred Pounds,  
to be paid to the said *George* when he  
should be thereunto required: ~~But~~ the  
said *Sir John* in his Life-time, and the  
said *Mary* after the Death of the said *Sir  
John*, although often required, &c. have  
not nor has either of them paid the said  
two hundred Pounds to the said *George*,  
but they have hitherto intirely refused to  
pay him the same; and the said *Mary*  
still refuses to pay him the same, and un-  
justly detains, to the Damage of the said  
*George* of one hundred Pounds: And there-  
upon he brings Suit, &c.

When, &c. and says, that she ought  
not to be charged with the said Debt by  
Virtue of the said Writing; because she  
says that the said Writing is not the Deed  
of the said *Sir John Stapley*, Knight and  
Baronet: And of this she puts herself up-  
on the Country: And the said *George* does  
so likewise: **Therefore** let a Jury there-  
upon come before our Lady the Queen at  
*Westminster*, &c. on                      next after  
and who neither, &c. to recog-  
nize;

ize, &c. The same Day is given to the Parties aforesaid at the same Place, &c.

Middlesex, to wit, *Mary Pettyward*, Wi- B. R. Debt  
 dow, complains of *John Kent*, Esq; and on a Bond a-  
*Nicholas Fenn*, Gentleman, Executors of gainst two  
 the Testament and last Will of *Richard* Executors of  
*Kent*, Esq; otherwise called *Richard Kent* the Obligor.  
 of *Corsham* in the County of *Wilts*, Esq;  
 in the Custody of the Marshal, &c. of a  
 Plea, that they render to her two thou-  
 sand Pounds of lawful Money of *England*  
 [Great Britain] which they unjustly de-  
 tain from her; for that, to wit, That  
 whereas the said *Richard* in his Life-time,  
 to wit, on the twenty-fifth Day of *March*  
 in the Year of our Lord one thousand six  
 hundred and ninety, at *Westminster* in the  
 County of *Middlesex* aforesaid, by his  
 Writing Obligatory, sealed with the Seal  
 of the said *Richard* in his Life-time, And Profer.  
 to the Court of our said Lord and Lady  
 the now King and Queen here shewn, the  
 Date whereof is on the same Day and  
 Year, acknowledged himself to be held  
 and firmly bound to the said *Mary* in the  
 said two thousand Pounds, to be paid to  
 the said *Mary* when he should be there-  
 unto afterwards required: Yet the said Breach.  
*Richard* in his Life-time, and the said  
*John* and *Nicholas* or either of them after  
 the Death of the said *Richard*, although  
 often required, &c. have not yet paid,  
 nor has either of them paid the said two  
 thousand Pounds to the said *Mary*, but  
 the



the said *Richard* in his Life-time intirely refused to pay the same to the said *Mary*; and the said *John* and *Nicholas* after the Death of the said *Richard* still intirely refuse to pay the same to the said *Mary*, and unjustly detain, to the Damage of the said *Mary* of twenty Pounds: And thereupon she brings Suit, &c.

*Judgment  
of Assets in  
futuro.*

8 Rep. 134.

2 Saund. 226.

And for that the said *Mary Pettyward* cannot deny but that the said *John* and *Nicholas* have not, nor on the Day of exhibiting the Bill of the said *Mary* or at any Time afterwards had, any Goods or Chattels which were of the said *Richard* at the Time of his Death in the Hands of the said *John* and *Nicholas* to be administred, sufficient to satisfy to the said *Mary* the said Debt, the said *Mary* prays Judgment, and her said Debt to be adjudged to her, to be levied of the Goods and Chattels which were of the said *Richard* at the Time of his Death, and which hereafter shall come to the Hands of the said *John* and *Nicholas* to be administred: Therefore it is considered, that the said *Mary* recover against the said *John* and *Nicholas* her said Debt, to be levied of the Goods and Chattels which were of the said *Richard* at the Time of his Death, and which hereafter shall come to the Hands of the said *John* and *Nicholas* to be administred; and the said *John* and *Nicholas* in Mercy, &c.

I

London,

London, to wit, Robert Moore, Esq; B. R. Debt  
 Administrator of the Goods and Chattels, on a Bond by  
 Rights and Credits, which were of Anne the Admini-  
 Browne, otherwise Newton, deceased, at strator of the  
 the Time of her Death who died inte- Obligee.  
 state, complains of Anthony Rowe of the  
 Parish of St. Martin in the Fields, other-  
 wise called, &c. being in the Custody  
 of the Marshal, &c. of a Plea, that  
 he render to him one thousand Pounds  
 of lawful Money of Great Britain,  
 which he unjustly detains; for that, to  
 wit, That whereas the said Anthony on  
 the twenty-seventh Day of November in  
 the thirty-fourth Year of the Reign of  
 our late Sovereign Lord Charles the Se-  
 cond late King of England, &c. [Great  
 Britain] at London aforesaid, to wit, in the  
 Parish of St. Sepulchre in the Ward of  
 Farringdon Without, by his Writing Obli-  
 gatory, sealed with the Seal of the said  
 Anthony, and to the Court of our Lord Profer of the  
 the now King here shewn, the Date whereof Bond.  
 is on the Day and Year aforesaid, acknow-  
 ledged himself to be held and firmly bound  
 to the said Anne by the Name of Anne  
 Newton of London, Widow, in the said  
 one thousand Pounds, to be paid to the  
 said Anne when he should be afterwards  
 thereto requested: ~~But~~ the said Anthony, Exec.b.  
 although often required, &c. has not yet  
 paid the said one thousand Pounds to the  
 said Anne in her Life-time, or to the said  
 Robert after the Death of the said Anne,

*Administra-  
tion commit-  
ted.*

(to which said *Robert* after the Death of the said *Anne*, to wit, on the thirty-first Day of *January* in the Year of our Lord one thousand six hundred and ninety-five, Administration of the Goods and Chattels, Rights and Credits, which were of the said *Anne* at the Time of her Death, was in due Manner committed by *Thomas* by Divine Providence Archbishop of *Canterbury*, Primate of all *England*, and Metropolitan, to whom the Committing of that Administration of Right belonged) or to either of them, but the said *Anthony* refused to pay the said one thousand Pounds to the said *Anne* in her Life-time, and to the said *Robert* after the Death of the said *Anne*; and the said *Anthony* still refuses to pay the same to the said *Robert*, to the Damage of the said *Robert* of one hundred Pounds: And thereupon he brings Suit, &c. And the said *Robert* brings here into Court the Letters of Administration aforesaid, which testify the Committing the said Administration in Form aforesaid, &c.

*Profert of the  
Letters of Ad-  
ministration.*

*B. R. Debt  
on several  
Bonds by Ad-  
ministratrix of  
the Obligees.*

*Middlesex, to wit, Elizabeth Wilkinson*, Widow, Administratrix of all and singular the Goods and Chattels, Rights and Credits, which were of *Christopher Wilkinson* her late Husband, deceased, complains of *Samuel Weale*, Gent. otherwise called *Samuel Weale* of *Landreth* in the County of *Cornwall*, Gent. otherwise called *Samuel Weale* of *St. Dunstan in the West, London*, Gentleman,

Gentleman, being in the Custody of the Marshal, &c. of a Plea, that he render to her ninety Pounds of lawful Money of *Great Britain*, which he unjustly detains; for that, *to wit*, That whereas <sup>1. Bond.</sup> the said *Samuel* on the sixteenth Day of *December* in the Year of our Lord one thousand six hundred and ninety, at *Westminster* in the County aforesaid, by his Writing Obligatory, sealed with the Seal of the said *Samuel*, and to the Court of <sup>Profert.</sup> our Lord the now King here shewn, the Date whereof is on the same Day and Year, acknowledged himself to be held and firmly bound to the said *Christopher Wilkinson* in his Life-time, in twenty Pounds Parcel of the said ninety Pounds, to be paid to the said *Christopher* when he should be thereunto afterwards required: **And also whereas** the said *Samuel* after- <sup>2. Bond.</sup> wards, *to wit*, on the twenty-ninth Day of *September* in the Year of our Lord one thousand six hundred and at *Westminster* aforesaid in the County aforesaid, by his other Writing Obligatory, also sealed with the Seal of the said *Samuel*, and to the Court of our said <sup>Profert.</sup> Lord the now King here also shewn, the Date whereof is on the same Day and Year, acknowledged himself to be held and firmly bound to the said *Christopher Wilkinson* in his Life-time in other twenty Pounds, other Parcel of the said ninety Pounds, to be also paid to the said *Christopher* when he should be thereunto

E 2 after-



3. *Bond.**Profert.*4. *Bond.**Profert.*5. *Bond.**Profert.*

afterwards required : **And also whereas** the said *Samuel* afterwards, *to wit*, on the said twenty-ninth Day of *September* in the Year of our Lord last aforesaid, at *Westminster* aforesaid in the County aforesaid, by his other Writing Obligatory also sealed with the Seal of the said *Samuel*, and to the Court of our said Lord the now King here also shewn, the Date whereof is on the same Day and Year, acknowledged himself to be held and firmly bound to the said *Christopher Wilkinson* in his Life-time in other twenty Pounds, other Parcel of the said ninety Pounds, to be also paid to the said *Christopher* when he should be thereunto afterwards required:

**And also whereas** the said *Samuel* afterwards, *to wit*, on the same Day and Year last aforesaid, at *Westminster* aforesaid in the County aforesaid, by his other Writing Obligatory, also sealed with the Seal of the said *Samuel*, and to the Court of our said Lord the now King here also shewn, the Date whereof is on the same Day and Year, acknowledged himself to be held and firmly bound to the said *Christopher* in his Life-time in other twenty Pounds, other Parcel of the said ninety Pounds, to be also paid to the said *Christopher* when he should be thereunto afterwards required : **And also whereas** the said *Samuel* on the same Day, Year and Place last aforesaid, by his other Writing Obligatory, also sealed with the Seal of the said *Samuel*, and to the Court of

of our said Lord the now King here also shewn, the Date whereof is on the same Day and Year, acknowledged himself to be held and firmly bound to the said *Christopher* in his Life-time in ten Pounds, Residue of the said ninety Pounds, to be also paid to the said *Christopher* when he should be thereunto afterwards required:

**Yet** the said *Samuel*, although often required, &c. has not paid the said ninety Pounds to the said *Christopher*, in his Life-time, nor to the said *Elizabeth* after the Death of the said *Christopher* (to which said *Elizabeth*, on the Day of

*Brea.b.*

*Administration committed to the Plaintiff.*

in the Year of our Lord at *Westminster* aforesaid in the County aforesaid, Administration of all and singular the Goods and Chattels, Rights and Credits, which were of the said *Christopher* at the Time of his Death, was in due Form of Law committed by to whom the Committing the said Administration of Right belonged) but the said *Samuel* intirely refused to pay the same to the said *Christopher* in his Life-time, or to the said *Elizabeth* after the Death of the said *Christopher*, and still refuses to pay the same to the said *Elizabeth*, and unjustly detains, to the Damage of the said *Elizabeth* of forty Pounds: And thereupon she brings Suit, &c. **And** she brings here into Court the Letters of Administration aforesaid, which testify the Committing the said Administration in Form aforesaid, the Date whereof is on the Day and Year aforesaid, &c.

*Profert of the Letters of Administration.*

*Of Easter Term in the Ninth Year  
of the Reign of King George the  
Second.*

*Memorandum  
of a precedent  
Term.*

London, to wit, Be it remembered,  
That heretofore (that is to say) of the  
Term of St. Hilary last past, came before  
our Sovereign Lord the King at *Westmin-  
ster William Lone and Elizabeth his Wife,*  
Administatrix of all and singular the  
Goods and Chattels, Rights and Credits  
which were of *James Kirwan* her late  
Husband deceased, by *George Woodcraft*  
their Attorney, and brought here into the  
Court of our said Lord the King then  
there their Bill against *Nicholas Gallwey,*  
otherwise called *Nicholas Gallwey* of the  
Island of St. *Christopher's*, Merchant, being  
in the Custody of the Marshal of the *Mar-  
shalsea* of our said Lord the King, before  
the King himself, in a Plea of Debt; and  
there are Pledges to prosecute, to wit,  
*John Doe* and *Richard Roe*; which said  
Bill follows in these Words: London, to  
wit, *William Lone* and *Elizabeth* his Wife,  
Administatrix of all and singular the Goods  
and Chattels, Rents and Credits which  
were of *James Kirwan* her late Husband  
deceased, complains of *Nicholas Gallwey,*  
otherwise called *Nicholas Gallwey* of the  
Island of St. *Christopher's*, Merchant, in the  
Custody of the Marshal of the *Marshalsea* of  
our Lord the King, being before the King  
himself, of a Plea, that he render to them

*Debt by Baron  
and Feme,  
Administra-  
trix on Bond  
to Intestate.*

2631 *l.* of lawful Money of *Great Britain*, which he unjustly detaineth from them; for that whereas the said *Nicholas* on the twentieth Day of *January* in the seventh Year of the Reign of our late Sovereign Lord *George*, late King of *Great Britain*, &c. at *London*, (to wit) in the Parish of *St. Mary Le Bow* in the Ward of *Cheap*, by a certain Writing Obligatory, sealed with the Seal of him the said *Nicholas*, and now shewn to the Court of our said *Profer.* Lord the King here, bearing Date the Day and Year last above mentioned, did acknowledge himself to be held and firmly bound to the said *James* in the said Sum of 2631 *l.* to be paid to the said *James* or his certain Attorney, Executors, Administrators or Assigns, whenever he should be requested so to do: Nevertheless the said *Nicholas*, although he by the said *James* in his Life-time, and by the said *William* and *Elizabeth* (after the Celebration of the Marriage between them, and after the Death of the said *James*) was thereunto requested, hath not paid the said Sum of 2631 *l.* or any Part thereof, either to the said *James* in his Life-time, or to the said *William* and *Elizabeth*, or either of them, after the Death of the said *James* (to which said *Elizabeth* Administration of all and singular the Goods and Chattels, Rights and Credits, which were of the said *James Kirwan* deceased at the Time of his Death, who died intestate, by *William* by Divine Providence Arch-  
I reach.  
Administ<sup>r</sup>ation committed.



bishop of *Canterbury*, Primate and Metropolitan of all *England*, after the Decease of the said *James*, at *London* aforesaid in the Parish aforesaid, on the seventh Day of *November* in the Year of our Lord one thousand seven hundred and thirty, was duly committed) but hath hitherto refused to pay to them, or either of them, the said 263 *l.* and still refuseth to pay the same to the said *William* and *Elizabeth* or either of them, in Delay of the Execution of the Administration of the Goods and Chattels, Rights and Credits of the said *James*; whereupon they the said *William* and *Elizabeth* say they are injured, and have Damage to the Amount of 20 *l.* And therefore they bring their Suit, &c. And the said *William* and *Elizabeth* bring here into Court the Letters Administratory aforesaid of the said Archbishop, which are dated the Day and Year abovesaid, by which it may sufficiently appear, that the said *Elizabeth* hath the Administration of all and singular the Goods and Chattels, Rights and Credits which belonged to the said *James* at the Time of his Death, committed to her in Form aforesaid.

*Profert of Letters of Administration.*

*Imparlanee.*

And now at this Day, that is to say, *Wednesday* next after fifteen Days from the Feast of *Easter* in this same Term, until which Day the said *Nicholas* had Leave to imparle to the said Bill, and then to answer the same as he should be advised, before our Sovereign Lord the King at *Westminster*, came as well the said

*William*

William and Elizabeth by their said Attorney, as the said Nicholas by Arthur Bone his Attorney; and the said Nicholas defends the Force and Injury when, &c. and craves Oyer of the said Writing Obligatory; and it is read to him in these Words; that is to say, Know all Men by these Presents, that I Nicholas Gallwey of the Island of St. Christopher's, Merchant, am held and firmly bound unto James Kirwan of London, Merchant, in the Sum of two thousand six hundred and thirty-one Pounds of good and lawful Money of Great Britain, to be paid to the said James Kirwan his certain Attorney, Executors, Administrators or Assigns, to which Payment well and truly to be made and done, I bind myself, my Heirs, Executors and Administrators, firmly by these Presents, sealed with my Seal, dated the twentieth Day of January in the seventh Year of the Reign of our Sovereign Lord George, by the Grace of God King of Great Britain, France and Ireland, Defender of the Faith, &c. Anno Dom. 1720. And he likewise craves Oyer of the Condition of the said Writing Obligatory, which is read to him in these Words; that is to say, The Condition of this Obligation is such, that if the above bounden Nicholas Gallwey, his Heirs, Executors or Administrators, shall and do well and truly pay, or cause to be paid, unto the above-named James Kirwan, his Executors, Administrators or Assigns, the full Sum of one thousand

Oyer of Obligation.

Oyer of Condition.

*Plea of Payment pursuant to the Statute.*

thousand three hundred and fifteen Pounds eleven Shillings and Sixpence of good and lawful Money of *Great Britain*, at or before the first Day of *September* next ensuing the Date hereof, without Fraud or further Delay, then this Obligation to be void and of none Effect, or else to be and remain in full Force and Virtue: Which being read and heard, the said *Nicholas* saith, That the said *William* and *Elizabeth* ought not to have or maintain their said Action thereof against him the said *Nicholas*, because he saith, that after the making of the said Writing Obligatory, and after the said first Day of *September* mentioned in the said Condition, and before the Day of the exhibiting of the Bill of them the said *William* and *Elizabeth*, that is to say, on the eighteenth Day of *January* in the Year of our Lord one thousand seven hundred and thirty-five, at *London* aforesaid, that is to say, in the said Parish of *St. Mary Le Bow* in the said Ward of *Cheap*, he the said *Nicholas* paid to them the said *William* and *Elizabeth*, as Administratrix as aforesaid, the said Sum of one thousand three hundred and fifteen Pounds eleven Shillings and Sixpence, contained in the said Condition, according to the Form and Effect of the Statute in such Case made and provided, together with all Interests then due thereon: And this he is ready to verify: Wherefore he prays Judgment whether the said *William* and

*Elizabeth*

*Elizabeth* ought to have or maintain their said Action thereof against him the said *Nicholas*; &c.

And the said *William* and *Elizabeth* say, *Replication.*  
 that they, for any Thing above alledged by the said *Nicholas* in his said Plea, ought not to be barred from having their said Action against him, because they say that the said *Nicholas* hath not paid to them the said *William* and *Elizabeth* the said sum of one thousand three hundred and fifteen Pounds eleven Shillings and Sixpence with all Interest thereon due, in such Manner and Form as the said *Nicholas* hath above alledged in his said Plea: And this they pray may be inquired of by the Country; And the said *Nicholas* doth so *Issue.*  
 likewise: **Therefore** let the Jurors come *Venire facias awarded.*  
 before our Lord the King at *Westminster* on next after who are in no wise related to the said *William* and *Elizabeth* or to the said *Nicholas*, to make a certain Jury of the Country between the said Parties of the Plea aforesaid, to recognize upon their Oaths of the whole Truth of and concerning the Premisses, because as well the said *Nicholas* as the said *William* and *Elizabeth*, between whom the Matter in Variance is, have put themselves upon that Jury. The same Day is given to the said Parties there, &c.

London,



B. R. Debt  
on a Bond by  
an Admini-  
strator of the  
Obligee du-  
rante minori-  
tate, &c.  
(where there  
had been a  
former Admi-  
nistrator du-  
rante minori-  
tate) against  
the Executrix  
of the Obligor.

Present.

London, to wit, *Thomas Browne*, Ad-  
ministrator of all and singular the Goods  
and Chattels, Rights and Credits, which  
were of *Dixy Kent* deceased, at the Time  
of his Death, during the Infancy of *Han-  
nah Kent*, *Jane Kent*, and *Daniel Kent*,  
legitimate Children of the said *Dixy Kent*,  
complains of *Elizabeth Kent* Widow,  
Executrix of the Testament and last Will  
of *John Kent* her late Husband deceased  
lately, otherwise called *John Kent* Cit-  
izen and Vintner of *London*, being in the  
Custody of the Marshal, &c. of a Plea  
that she render to him four hundred Pounds  
of lawful Money of *England* [*Great Bri-  
tain*] which she unjustly detains from him;  
for that, to wit, That whereas the said  
*John* in his Life-time, to wit, on the  
twentieth Day of *January* in the thirty-  
sixth Year of the Reign of his late Ma-  
jesty *Charles* the Second late King of *En-  
gland* [*Great Britain*] &c. at *London* afore-  
said, to wit, in the Parish of *St. Mary Le  
Bow* in the Ward of *Cheap*, by his Writ-  
ting Obligatory, sealed with the Seal of  
the said *John* in his Life-time, and to  
the Court of our said Lady the now  
Queen here shewn, the Date whereof is  
on the same Day and Year, acknowledg-  
ed himself to be held and firmly bound  
to the said *Dixy Kent* in his Life-time in  
the said four hundred Pounds, to be paid  
to the said *Dixy*, his Executors or Admi-  
nistrators, when he should be thereunto  
afterwards

Afterwards required: Yet the said *John Breach*.

his Life-time, or the said *Elizabeth* after the Death of the said *John*, altho' ten required, &c. have not yet paid nor as either of them paid the said four hundred Pounds to the said *Dixy* in his Life-time, or to one *Daniel Browne* now deceased, late Administrator of all and singular the Goods and Chattels, Rights and Credits, which were of the said *Dixy* at the Time of his Death, during the Infancy of the said *Hannah, Jane* and *Daniel*, or to the said *Thomas* after the several Deaths of the said *Dixy* and *Daniel*, or to either of them, (to which said *Thomas* after the Death of the said *Dixy*, to wit, on the fifteenth Day of *November* in the Year of our Lord one thousand seven hundred, at *London* afore said, in the Parish and Ward afore said, Administration of all and singular the Goods and Chattels, Rights and Credits, which were of the said *Dixy* at the Time of his Death, during the Infancy of the said *Hannah, Jane* and *Daniel*, after the Death of the said *Daniel*, the Letters of Administration of the Goods of the said *Dixy* deceased, before granted to the said *Daniel*, to the Use and during the Infancy of the said Infants, being ceased and expired by the Reason of the Death of the said *Daniel*, was in due Manner committed by *Thomas* by Divine Providence Archbishop of *Canterbury*, Primate of all *England*, and Metropolitan) but entirely refused to pay the same to the said

*Former Administrator durante minori etate.*

*Administration granted to Plaintiff.*

*Dixy*

*Profert of the  
Letters of Ad-  
ministration.*

*Dixy* in his Life-time, and to the said *Daniel* in his Life-time, and to the said *Thomas* after the Death of the said *Dixy* and *Daniel*; and the said *Elizabeth* still refuses to pay the same to the said *Thomas*, and unjustly detains, to the Damage of the said *Thomas* of ninety Pounds: And thereupon he brings Suit, &c. And the said *Thomas* brings here into Court the Letters Administratory of the said Archbishop which testify the Committing the said Administration to the said *Thomas* after the Death of the said *Daniel* in Form aforesaid, &c.

*B. R. Debt  
on a Bond by  
the Admini-  
strator de bo-  
nis non ad-  
ministratis  
by a late  
Executrix of  
the Obligee a-  
gainst Baron  
and Feme, the  
Bond being  
entered into by  
the Feme  
when she was  
Sole.*

London, to wit, *William Terrey*, Administrator of the Goods and Chattels which were of *William Kirwood*, unadministered by *Anne Terrey*, otherwise *Kirwood* deceased, late Executrix of the Testament of the said *William Kirwood*, complains of *John Duval* and *Elizabeth* his Wife, otherwise lately called the Right Honorable *Elizabeth Villiers*, Viscountess *Purbeck Deffring* in the County of *Norfolk*, Widow, being in the Custody of the Marshal, &c. of a Plea, that they render to him one hundred and forty Pounds, which they unjustly detain; for that, to wit, That whereas the said *Elizabeth* whilst she was sole, to wit, on the twentieth Day of *October* in the twenty-seventh Year of the Reign of his late Majesty *Charles the Second*, late King of *England* [*Great Britain*] &c. at *London*,

to wit, the Parish of *St. Mary Le Bow* in the Ward of *Cheap*, by her Writing Obligatory, sealed with the Seal of the said *Elizabeth*, and to the Court of our Lord and Lady the now King and Queen here shewn, the Date whereof is on the same Day and Year, acknowledged herself to be held and firmly bound to the said *William Kirwood* in his Life-time in the said one hundred and forty Pounds, to be paid to the said *William Kirwood*, his Executors, Administrators and Assigns, when she should be thereto required: Yet the said *Elizabeth* whilst she was Sole, although often required, &c. has not paid the said one hundred and forty Pounds to the said *William Kirwood* in his Life-time, or to the said *Anne* after the Death of the said *William Kirwood* whilst she was Sole; and the said *John* and *Elizabeth* after the Marriage between them was celebrated have not paid the same to the said *Anne* whilst she was Sole, or to the said *Anne* and *William Terrey* after the Marriage between them was celebrated, or to the said *William Terrey* after the Death of the said *Anne* (to which said *William Terrey* on the second Day of *December* in the Year of our Lord one thousand six hundred and ninety-two, at *London* aforesaid, in the Parish and Ward aforesaid, Administration of all and singular the Goods and Chattels which were of the said *William Kirwood* at the Time of his Death not administered by the said *Anne*, was in due

*Profect of the Bond.*

*Bench:*

*Administration de bonis non committed to the Plaintiff.*



Manner committed by *John* by Divine Providence Archbishop of *Canterbury*, Primate of all *England*, and Metropolitan) but the said *Elizabeth* whilst she was Sole refused to pay the same to the said *William Kirwood* in his Life-time, or to the said *Anne* after the Death of the said *William Kirwood* whilst she was Sole; and the said *John* and *Elizabeth*, after the Marriage celebrated between them as aforesaid, refused to pay the same to the said *Anne* whilst she was Sole, or to the said *William Terrey* and *Anne* after the Marriage between them was also celebrated as aforesaid, and yet refuse to pay the same to the said *William Terrey* after the Death of the said *Anne*, and after the Committing the Administration aforesaid in Form aforesaid, and unjustly detain in Delay of the faithful Administration aforesaid, to the Damage of the said *William Terrey* of twenty Pounds: And thereupon he brings Suit, &c. And he brings here into Court the Letters of Administration of the said Archbishop which testify the committing the said Administration aforesaid in Form aforesaid, &c.

*Profert of the  
Letters of Ad-  
ministration.*

*B. R. Debt  
on a Bond by  
an Admini-  
strator de bo-  
nis non ad-  
ministratis  
by a late  
Administrator  
of the Obligee.*

*Middlesex, to wit, Elizabeth Bond* Widow, Administratrix of all and singular the Goods and Chattels, Rights and Credits, which were of *James Goodwin*, Gent. deceased, unadministered by *James Bond* also deceased, late Administrator of the said *James Goodwin*, complains of *Jacob*

*Butler,*

Butler, Esq; otherwise called *Jacob Butler* of the Parish of *St. James* within the Liberty of *Westminster* in the County of *Middlesex*, &c. being in the Custody of the Marshal, &c. of a Plea, that he render to her three hundred Pounds of lawful Money of *Great Britain* which he unjustly detains from her, for that, to wit, That whereas the said *Jacob Butler* on the fifth Day of *May* in the Year of our Lord one thousand seven hundred and fifteen, at *Westminster* in the County of *Middlesex*, by his Writing Obligatory, sealed with the Seal of the said *Jacob*, and to the Court of our said Lord the now King here shewn, the Date whereof is on the same Day and Year, acknowledged himself to be held and firmly bound to the said *James Goodwin* in his Life-time in the said three hundred Pounds to be paid *James Goodwin* when he should be thereto required: Yet the said *Jacob Butler*, although often required, &c. did not pay the said three hundred Pounds to the said *James Goodwin* in his Life-time, or to the said *James Bond* in his Life-time, after the Death of the said *James Goodwin*, or to either of them; neither has he paid the same to the said *Elizabeth* since the Death of the said *James Bond*, (to which said *Elizabeth* after the several Deaths of the said *James Goodwin* and *James Bond*, to wit, on, &c. at, &c. Administration of all and singular the Goods and Chattels, Rights and Credits which were of the said *James Goodwin* at

*Profert of the Bond.*

*Breach.*

*Administration granted to the Plaintiff.*

the Time of his Death not administered by *James Bond*, was in due Form of Law committed by *William* by Divine Providence Archbishop of *Canterbury*, Primate of all *England* and Metropolitan) but he intirely refused to pay the same to the said *James Goodwin* in his Life-time, or to the said *James Bond* in his Life-time, or to the said *Elizabeth* after the Death of the said *James Bond*, and still refuses to pay the same to the said *Elizabeth*, and unjustly detains, to the Damage of the said *Elizabeth* of twenty Pounds: And thereupon she brings Suit, &c. And the said *Elizabeth Bond* brings here into Court the said Letters of Administration which testify the Committing the said Administration in Form aforesaid, the Date whereof is on the Day and Year aforesaid.

*Profert of the  
Letters of Ad-  
ministration.*

*B. R. Debt  
on a Bond by  
Baron and  
Feme Obligee  
(dum sola)  
against the  
Administra-  
trix of the  
Obligor.*

London, to wit, *William Bokenham*, Esq; and *Frances* his Wife, lately called *Frances Manley*, Spinster, complain of *Margaret Manley*, Widow, Administratrix of all and singular the Goods and Chattels, Rights and Credits which were of *Thomas Manley*, Gentleman, her late Husband, deceased, otherwise lately called *Thomas Manley* of the Parish of *St. Margaret* near the City of *Rocheſter* in the County of *Kent*, Gentleman, being in the Custody of the Marshal, &c. of a Plea, that she render to them one hundred and twenty Pounds of good and lawful Money of *England* [*Great Britain*] which she unjustly detains

detains from them; for that, *to wit*, That the said *Thomas* in his Life-time, *to wit*, on the twenty-second Day of *September* in the third Year of the Reign of our Sovereign Lord *William* now King, and our Sovereign Lady *Mary* late Queen of *England* [*Great Britain*] &c. at *London* aforesaid, *to wit*, in the Parish of *St. Mary Le Bow* in the Ward of *Cheap*, by his Writing Obligatory, sealed with the Seal of the said *Thomas* in his Life-time, and to

*Proferet.*

the Court of our Lord the now King here shewn, the Date whereof is on the same Day and Year, acknowledged himself to be held and firmly bound to the said *Frances* whilst she was Sole by the Name of *Frances Manley* of the Parish of *St. Margaret* aforesaid in the County aforesaid, Spinster, in the said one hundred and twenty Pounds, to be paid to the said *Frances* when he should be thereunto required: *But* the said *Thomas*

*Breach.*

in his Life-time, or the said *Margaret* after the Death of the said *Thomas* (to which said *Margaret* after the Death of the said *Thomas*, Administration of all and singular the Goods and Chattels, Rights and Credits, which were of the said *Thomas* at the Time of his Death, who died intestate, &c. was committed) altho' often required, &c. have not yet paid, nor has either of them paid the said one hundred and twenty Pounds to the said *Frances* whilst she was Sole, nor to the said *William* and *Frances* after the Marriage ce-

*Administration granted to the Defendant.*



celebrated between them, but intirely refused to pay the same to the said *Frances* whilst she was Sole, and to the said *William* and *Frances* after the Marriage celebrated between them; and the said *Margaret* still refuses to pay the same to the said *William* and *Frances*, and unjustly detains, to the Damage of the said *William* and *Frances* of ten Pounds: And thereupon they bring Suit, &c.

*Trinity Term in the Thirteenth and Fourteenth Year of the Reign of King George the Second.*

*Thomson,*

C. B. Debt  
on a Bond by  
the Executrix  
of the Oblige  
against the  
Brother and  
Heir of the  
Obligor.

1 Lev. 130,  
224.

London, to wit, *John Stout* late of the Town of *Hertford* in the County of *Hertford*, Gentleman, Brother and Heir of *Henry Stout* late of the Island of *Jamaica* Esquire, deceased, otherwise lately called *Henricus Stout nunc in London sed de Insula Jamaica Armiger*, was summoned to answer *Sarah Fitter*, Widow, Executrix of the last Will and Testament of *James Fitter* late of *London*, Merchant, deceased, of a Plea, that he render to her four thousand three hundred and thirty Pounds, which he unjustly detains, &c. And whereupon the said *Sarah* by *Josbua Sharpe* her Attorney says, That whereas the said *Henry*, Brother of the said *John* whose Heir he is in his Life-time, to wit, on the fifth Day of *November* in the Year of our Lord one thousand seven hundred and twenty.

twenty-five, at *London*, to wit, in the Parish of *St. Mary Le Bow* in the Ward of *Cheap*, by his Writing Obligatory, acknowledged himself to be bound to the said *James* in his Life-time in the said four thousand three hundred and thirty Pounds, to be paid to the said *James* when he should be thereunto required; and to which Payment well and faithfully to be made he bound himself and his Heirs by the said Writing: *Breach.* Yet the said *Henry* in his Life-time, and the said *John*, Brother and Heir of the said *Henry*, although often required, have not, nor hath either of them, paid the said four thousand three hundred and thirty Pounds to the said *James* in his Life-time, or to the said *Sarah* after the Death of the said *James*, but refused to pay the same to the said *James* in his Life-time, and to the said *Sarah* after his Death; and the said *John* still refuses to pay the same to the said *Sarah*, and unjustly detains in Delay of the faithful Execution of the said Testament: Wherefore she says she is injured, and hath Damage to the Value of twenty Pounds: And thereupon she brings Suit, &c. And the said *Sarah* brings here into Court as well the *Profert of the Bond,* the said Writing which testifies the said Debt in Form aforesaid, whose Date is the same Day and Year aforesaid, as the *Letters Testamentary* of the said *James*, whereby it appears to the Court here, that the said *Sarah* is Executrix of the last Will and *And Probate.*

Testament of the said *James*, and thereof has the Administration, &c.

*Plea, Riens per discent tempore impetrationis brevis Originalis.*

AND the said *John* by *Thomas Smith* his Attorney comes and defends the Force and Injury when, &c. and says, that he ought not to be charged with the Debt aforesaid as Brother and Heir of the said *Henry* by Virtue of the said Writing, because protesting that the Writing aforesaid is not the Deed of the said *Henry*, and for Plea saith, that he hath not any Lands or Tenements by Discent as Heir to the said *Henry* in Fee Simple, nor had on the Day of obtaining the original Writ of the said *Sarah*, nor at any Time since: And this he is ready to verify: Wherefore he prays Judgment if he ought to be charged with the Debt aforesaid as Brother and Heir of the said *Henry* by Virtue of the Writing aforesaid.

*Stat. 3 & 4 W. & W. c. 14. 5 Mod. 122. Redshaw and Hester. Jeffry and Barrow, Pas. 10 Annæ. Cases in Law and Equity 18.*

*Thomas Bootle.*

*Replication, qu'il ad affect.*

AND the said *Sarah* saith, That by any Thing by the said *John* above in pleading alledged, she ought not to be precluded from having her said Action against him; because she says, that before the Day of obtaining her said original Writ, to wit, on the third Day of *April* in the thirteenth Year of the Reign of our said Lord the now King, the said *John* had sufficient Lands and Tenements by discent as Heir to the said *Henry* in Fee Simple, whereout he might have satisfied the said *Sarah* the Debt and Damages aforesaid,

*in the Court of King's Bench.*

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to wit, at London aforefaid in the Parish and Ward aforefaid: And this ſhe is ready to verify: Wherefore ſhe prays Judgment, and that the ſaid Debt, together with the Damages by Means of the Detention of the ſaid Debt, may be adjudged unto her, &c.

*John Belfield.*

And the ſaid *John* ſaith, That before *Rejoinder.* the Day of obtaining the ſaid original Writ of the ſaid *Sarah* he had not ſufficient Lands and Tenements by Diſcent, as Heir to the ſaid *Henry* in Fee Simple, whereout he might have ſatisfied the ſaid *Sarah* the Debt and Damages aforefaid, or any Part thereof, as the ſaid *Sarah* hath in replying above alledged: And of this he puts himſelf on the Country, &c. And *Issue.* the ſaid *Sarah* doth ſo likewise, &c.

Surry, to wit, *Simon Quennel*, Execu- B. R. Debt  
on a Bond by  
the Executor  
of the Obliges  
against the  
Heir at Law  
of the Obligor.  
tor of the Teſtament and laſt Will of *Peter Quennel* deceased, complains of *William Diddlesfold*, Heir of *John Diddlesfold* deceased, to wit, Brother and Heir of *Richard Diddlesfold*, Son and Heir of *William Diddlesfold*, Brother and Heir of the ſaid *John Diddlesfold*, late of *Haſcombe* in the County of *Surry*, Yeoman, deceased, being in the Cuſtody of the Maſhal of the *Maſhalsea* of our Lord the King before the King himſelf, of a Plea, that he render to him one hundred and twenty Pounds of lawful Money of *England* [*Great Britain*]



*Profert.*

*Brea. h.*

*Britain*] which he unjustly detains, for this, *to wit*, That whereas the said *John* (whose Heir, the said *William Diddlesfold* the present Defendant now is) in his Life-time, *to wit*, on the twenty-third Day of *October* in the twenty-ninth Year of the Reign of our Sovereign Lord *Charles* the Second now King of *England* [*Great Britain*] &c. at *Hafcombe* in the County of aforesaid, by his Writing Obligatory, sealed with the Seal of the said *John*, and to the Court of our Lord the now King here shewn, the Date whereof is on the same Day and Year, acknowledged himself to be held and firmly bound to the said *Peter* in his Life-time in the said one hundred and twenty Pounds, to be paid to the said *Peter*, his Executors, or Administrators, when he should be thereunto afterwards required, and to the said Payment well and faithfully to be made the said *John* in his Life-time bound himself and his Heirs by the said Writing; **B**ut the said *John* in his Life-time, nor the said *William* Brother of the said *John* after the Decease of the said *John*, nor the said *Richard* after the Death of the said *William* Brother of the said *John*, nor the said *William Diddlesfold* the present Defendant, after the Death of the said *Richard*, although often required, &c. have not yet paid, nor has either of them paid the said one hundred and twenty Pounds to the said *Peter* in his Life-time, or to the said *Simon* after the Death of

the

he said *Peter*, but intirely refused to pay the same to the said *Peter* in his Life-time, and to the said *Simon* after the Death of the said *Peter*: And the said *William Diddlesfold*, the present Defendant, still refuses to pay the same to the said *Simon*, and unjustly detains in Delay of the faithful Execution of the said Testament, and to the Damage of the said *Simon* of fifty Pounds: And thereupon he brings Suit, &c. And the said *Simon* brings here into Court the said Letters Testamentary of the said *Peter*, whereby it sufficiently appears to the Court of our said Lord the now King here, that the said *Simon* is Executor of the said Testament of the said *Peter*, and has the Administration thereof, &c. Profert of the Letters Testamentary.

And now at this Day, to wit, *Tuesday Imparlance*, next after the Octave of *St. Hilary* in this same Term, to which Day the said *William Diddlesfold* the present Defendant had leave to imparl to the said Bill, and then to answer, &c. before our Lord the King at *Westminster*, came as well the said *Simon* by his Attorney aforesaid, as the said *William Diddlesfold* the present Defendant, by *Christopher Smith* his Attorney; and the said *William Diddlesfold* the present Defendant comes and defends the Force and Injury when, &c. and says, That he, by Virtue of the said Writing Obligatory, ought not to be charged with the said Debt as Heir of the said *John Diddlesfold*, because protesting that that Writing is not Plea, Riens per discent tempore exhibitionis billæ.

not the Deed of the said *John Diddlesfold*, for Plea the said *William Diddlesfold* the present Defendant says, that he has not Lands or Tenements by hereditary Descent of the said *John Diddlesfold* in Fee Simple, nor had he on the said Day of exhibiting the said Bill nor at any Time afterwards: And this he is ready to verify: Wherefore he prays if he as Heir of the said *John Diddlesfold* ought to be charged with the said Debt by Virtue of the said Writing.

*Replication,*  
qu' il' ad af-  
fects.

And the said *Simon* says, that notwithstanding any Thing by the said *William Diddlesfold* the present Defendant above by pleading alledged, he the said *William Diddlesfold* the present Defendant as Heir of the said *John Diddlesfold* ought to be charged with the said Debt by Virtue of the said Writing Obligatory, because he says that on *Monday* next after three Weeks of *St. Michael* in the thirty-fourth Year of the Reign of our Sovereign Lord *Charles* the Second, now King of *England* [*Great Britain*] on which Day the said Bill was exhibited in the Court here as aforesaid, the said *William Diddlesfold* the present Defendant had divers Lands and Tenements by hereditary Descent from the said *William Diddlesfold* in Fee Simple, from whence he could have satisfied the said *Simon* of the Debt aforesaid, to wit, at *Hafcombe* aforesaid in the County aforesaid: And he prays that this may be inquired of by the County.

And

And the said *William Diddlesfold* the pre- Issue.  
ent Defendant does so likewise, &c.

Therefore let a Jury thereupon come be- Venire fa-  
fore our Lord the King at *Westminster*, cias award-  
on *Thursday* next after the Morrow of the ed.  
Purification of the Blessed Virgin *Mary*;  
and who neither, &c. to recognize, &c.  
because as well, &c. The same Day is  
given to the Parties aforesaid at the same  
Place, &c.

London, to wit, *Denham Hunlocke*, Mer- B. R. Debt  
chant-Taylor, complains of Sir *Thomas* on a Bond a-  
*Leigh*, Baronet, Son and Heir of *Wolley* gainst the  
*Leigh*, Esq; lately deceased, otherwise Heir of the  
called *Wolley Leigh* of *Thorpe* in the Coun- Obligor.  
ty of *Surry*, Esq; being in the Custody of  
the Marshal, &c. of a Plea, that he ren-  
der to him three hundred Pounds of law-  
ful Money of *England* [*Great Britain*]  
&c. which he owes him and unjustly de-  
tains, for that, to wit, That whereas the  
said *Wolley* in his Life-time, to wit, on  
the ninth Day of *May* in the Year of our  
Lord one thousand six hundred and forty,  
at *London*, to wit, in the Parish of *St. Mary*  
*Le Bow* in the Ward of *Cheap*, by his  
Writing Obligatory, sealed with the Seal  
of the said *Wolley* in his Life-time, and Profert.  
to the Court of our said Lord the King  
now here shewn, the Date whereof is on  
the same Day and Year, acknowledged  
himself to be held and firmly bound to  
the said *Denham* in the said three hun-  
dred Pounds, to be paid to the said *Den-*  
*ham*



Breach.

ham when he should be thereunto required; and to the said Payment well and faithfully to be made the said *Wolley* in his Life-time bound himself and his Heirs by the said Writing: Yet the said *Wolley Leigh* in his Life-time, and the said *Sir Thomas* after the Death of the said *Wolley*, although often required, &c. have not yet paid, nor has either of them paid the said three hundred Pounds to the said *Denham*, but the said *Wolley* in his Life-time, and the said *Sir Thomas* after the Death of the said *Wolley*, intirely refused to pay him the same; and the said *Sir Thomas* still refuses to pay him the same, to the Damage of the said *Denham* of twenty Pounds: And thereupon he brings Suit, &c.

Cognovit  
Actionem.Sed riens  
per discent.Except four  
Messuages,  
&c.  
8 Rep. 134.

And the said *Thomas* by G. B. his Attorney comes and defends the Force and Injury when, &c. and says, that he cannot deny the said Action of the said *Denham*, nor but that the said Writing is the said Deed of the said *Wolley* his Father, nor but that he detains from the said *Denham* the said three hundred Pounds, in the Form in which the said *Denham* has above declared against him: Yet the said *Thomas* says, that he has not any Lands or Tenements by hereditary Descent from the said *Wolley* his Father in Fee Simple, nor had on the Day of exhibiting the said Bill of the said *Denham*, nor at any Time afterwards, except four Messuages and seventeen Acres and two Roods of Land.

and, with the Appurtenances in *Thorpe* and *Puttenham* in the County of *Surry*, of the yearly Value of one hundred Pounds, and one Messuage with the Appurtenances in *East Witham* in the County of *Kent*, of the yearly Value of forty Shillings: And except the Reversion of the Manor of *Hall Place* with the Appurtenances, and of five Messuages, six Cottages, two Dove-houses, three Gardens, three Orchards, six hundred and fifty Acres of Land, two hundred Acres of Meadow, five hundred Acres of Pasture, one hundred Acres of Wood, three hundred Acres of Furze and Heath, two hundred Acres of Moor, and fifty Shillings Rent, with the Appurtenances in *Thorpe*, *Cherissey*, and *Egham* in the said County of *Surry*, and of the Rectory of *Thorpe* with the Appurtenances, and of one Messuage, one Dove-house, one hundred Acres of Land, fifty Acres of Meadow, one hundred Acres of Pasture, twenty Acres of Wood, and fifty Acres of Furze and Heath, with the Appurtenances in *Puttenham*, *Elsted*, *Seale* and *Tongham* in the said County of *Surry*, which said Manor, Rectory, Tenements, and Moiety, with the Appurtenances, Sir *John Lowther*, Baronet, and *Elizabeth* his Wife, who was the Wife of the said *Wolley*, hold for the Term of the Life of the said *Elizabeth* in Right of the said *Elizabeth*, of no Value during the Life of the said *Elizabeth*, and after the Death of the said *Elizabeth* of the yearly Value of five hundred

And the Reversion of, &c.

And the Re-  
version, &c.

hundred Pounds: And except the Rever-  
sion of the Manor of *Stains*, with the Ap-  
purtenances, and of one Cotage, one  
Parcel of Land, containing eight and  
twenty Foot in Breadth, and eighty-three  
Foot in Length, and of another Parcel  
in Breadth twenty-four Foot, with the  
Appurtenances in *Stains* in the County of  
*Middlesex*, and of one Messuage and six-  
teen Acres of Land, with the Appurte-  
nances in *Addington* in the said County  
of *Surry*, and of the yearly Rent of eleven  
Pounds issuing out of one Mill, one Me-  
suage, and two Acres of Meadow in *Stains*  
aforesaid in the said County of *Middle-*  
*sex*, and of the Fair and Markets to be  
held in *Stains* aforesaid, and of the chief  
Pension of two Shillings issuing out of  
the Vicarage of *Stains* aforesaid, after the  
Expiration of ninety-nine Years, com-  
mencing from the seventeenth Day of *May*  
in the Year of our Lord one thousand six  
hundred and thirty-six, granted thereof  
to one *William Drake*, Esq; by the said  
*Wolley* in his Life-time, under the yearly  
Rent of a Pepper-corn, by certain Inden-  
tures made at *Stains* aforesaid on the same  
seventeenth Day of *May* in the Year of  
our Lord one thousand six hundred and  
thirty-six aforesaid, between the said *Wol-*  
*ley* of the one Part, and the said *William*  
*Drake* of the other Part, bearing Date the  
same Day and Year: And this he is ready  
Per' Judic' sh, to verify: Wherefore he prays Judgment  
&c. if he, as Son and Heir of the said *Wolley*,  
ought

ought to be charged with the said Debt by Virtue of the said Writing, except in the said four Messuages and seventeen Acres and two Roods of Land, with the Appurtenances, in *Thorpe* and *Puttenbam* aforesaid, and in the said Mesuage with the Appurtenances in *East Wickham* aforesaid, and except in the said several Reversions when they shall happen, &c. with this, that he the said Sir *Thomas Leigh* will verify that the said *Elizabeth* is still in Being, and alive, to wit, at *London* aforesaid in the Parish and Ward aforesaid.

And the said *Denham* for that the said *Plaintiff* Sir *Thomas* does not deny the said Action prays Judgment. of the said *Denham*, nor but that the said Writing is the Deed of the said *Wolley*, nor but that the said Sir *Thomas* detains from the said *Denham* the said three hundred Pounds in the Form in which the said *Denham* has above thereof declared against him, prays Judgment and his said Debt, together with his Damages by the Occasion of the detaining that Debt, to be adjudged to him, to be levied of the said four Mesuages, &c. and of the said several Reversions with the Appurtenances when they shall happen, &c. *It is Judgment of the Tenements confessed, and of the Reversions quando acciderint.* therefore considered, that the said *Denham* recover against the said Sir *Thomas* his said Debt, and also his Damages by the Occasion of the detaining that Debt to fifty Shillings, adjudged to the said *Denham* by his Assent, to be levied of the said four Mesuages and seventeen Acres, and



and two Roods of Land with the Appurtenances in *Thorpe* and *Puttenham* afore-  
said; and of the said Mesuage with the  
Appurtenances in *East Wickham* afore-  
said; and of the said several Reversions when  
they shall happen: And the said Sir *Thomas*  
in Mercy, &c.

C. B. Debt  
on Bond by  
the Executor  
of the Oblige  
against the  
Heirs and De-  
visees of the  
Obligor.

Surry, to wit, *Thomas A.* late of the  
Parish of *St. Andrew Holborn* in the Coun-  
ty of *Middlesex*, Merchant, and *Jane* his  
Wife, and *Alexander M.* late of the same  
Parish in the County afore-  
said, Gentle-  
man, and *Eleanor* his Wife, and *Eliza-  
beth B.* late of *Guildford* in the County of  
*Surry*, Widow, which said *Jane*, *Eleanor*  
and *Elizabeth*, and one *Anne C.* now de-  
ceased, whom the said *Jane*, *Eleanor* and  
*Elizabeth* have survived, were Daughters  
and Coheiresses of *Christopher C.* otherwise  
lately called *Christopher C.* of *Crawley* in  
the County of *Surry*, Gentleman, and  
Devisees of divers Lands and Tenements  
of which the said *Christopher* died seised  
in his Demesne as of Fee, *Richard B.*  
late of in the County of *Sussex*,  
*Thomas B.* late of in the County  
of *Sussex*, Yeoman, and *John M.* late of  
*Cranley* in the County of *Sussex*, Yeoman,  
surviving Devisees of a Manor, and of  
divers Lands and Tenements whereof the  
said *Christopher* died seised, by the said  
*Christopher* by his last Will devised to the  
said *Richard B.* *Thomas B.* and *John M.*  
and to one *Richard H.* late of *Hascombe*  
in

in the County of *Sussex*, and now deceased, and whom the said *Richard, Thomas* and *John* survived, were summoned to answer *Henry T.* Executor of the Testament of *John T.* of a Plea, that they render to him sixty Pounds which they unjustly detain from him, &c. And whereupon the said *Henry* by *John C.* his Attorney says, that whereas the said *Christopher*, Father of the said *Jane, Eleanor, Anne* and *Elizabeth*, whose surviving Heirs and Devisees they the said *Jane, Eleanor* and *Elizabeth*, are in the Life-time of the said *Christopher*, to wit, on the twentieth Day of *September* in the fourth Year of the Reign of his late Majesty *James the Second*, late King of *England*, &c. at *Guildford* in the County of *Surry*, by his Writing Obligatory, sealed with the Seal of the said *Henry*, and to the Court of our said Lord the now King were shewn, the Date whereof is on the Day and Year aforesaid, acknowledged himself to be bound to the said *John H.* in his Life-time in the said sixty Pounds, to be paid to him when he should be hereunto required; and to the said Payment well and truly to be made the said *Christopher* in his Life-time bound himself and his Heirs by the said Writing: **And** *Obligor seised.* whereas the said *Christopher* was in his Life-time seised in his Demesne as of Fee and in the Manor, and several Tenements and Premises, with the Appurtenances in the said County here after

*Made his  
Will.*

*Devised to  
Defendants.*

*Obligor dies.*

particularly mentioned to be devised ; And being so seised thereof the said *Christopher*, after the twenty-fifth Day of *March* in the Year of our Lord one thousand six hundred and ninety-two, *to wit*, on the eleventh Day of *January* in the Year of our Lord one thousand six hundred and ninety-four, at *Guildford* aforesaid, made his Testament in Writing ; And by the same Testament gave and bequeathed to the said *Richard H.* now deceased, *Richard B. Thomas B.* and *John M.* and their Heirs, the Manor, Mesuage or Tenement, Farm, Lands, Meadow, Pasture, feeding Woods, Rents, Tenements, and Hereditaments whatsoever, with the Appurtenances, called or known by the Name of *Woodham*, situate within the Parish of *Chertsey* in the said County of *Surry*; and by his said Testament gave and bequeathed to the said *Richard H. Richard B. Thomas B.* and *John M.* and their Heirs, one Messuage and divers Lands with the Appurtenances, known by the Name of *Stubbs*, Parcel of *New Park* in *Cranley* in the County of *Surry* aforesaid ; and also by his said Testament gave and bequeathed to the said *Eleanor, Elizabeth, Anne* and *Jane*, their Heirs and Assigns, one Mesuage, and divers Lands and Hereditaments called *New Park* in *Cranley* aforesaid : And afterwards, *to wit*, on the first Day of *March* in the Year of our Lord one thousand six hundred and ninety-four aforesaid, at *Guildford* aforesaid, died

died seised of such his Estate of and in  
 the Manor, Mesuages, Lands and Tene-  
 ments afore said, with the Appurtenances,  
 as afore said respectively devised ; *After Defendants a-*  
 whose Death, and before the Day of su- *gree to the Le-*  
 ng out the original Writ of the said Hen- *gacies ;*  
 y, to wit, on the same Day and Year  
 st mentioned, at Guildford afore said, the  
 id Jane, Eleanor, Anne and Elizabeth,  
 Richard H. Richard B. Thomas B. and  
 John M. agreed to their said Legacies so  
 as afore said respectively devised to them,  
 and were respectively seised of the Manor, *And are sei-*  
 Mesuages, Lands and Tenements afore- *sed, &c.*  
 id so devised to them as afore said, by  
 Virtue of the several Devises afore said:  
 Yet the said Christopher in his Life-time, *Breach.*  
 r the said Jane, Eleanor, Anne and Eli-  
 zabeth, in the Life-time of the said Anne,  
 r the said Richard H. Richard B. Thomas  
 B. and John M. in the Life-time of the  
 id Richard H. or the said Jane, Eleanor,  
 Elizabeth, Richard B. Thomas B. and  
 John M. after the several Deaths of the  
 id Christopher, Anne and Richard H. al-  
 though often required, have not rendered,  
 or has any one of them rendered the  
 id sixty Pounds to the said John H. in  
 his Life-time, or to the said Henry after  
 his Death, but intirely refused to render  
 the same to the said John H. in his  
 Life-time, and to the said Henry after  
 his Death ; and the said Jane, Eleanor,  
 and Elizabeth, Richard B. Thomas B. and  
 John M. after the several Deaths of the



said *Christopher*, *Anne* and *Richard H.* have hitherto intirely refused to render the same to the said *Henry* after the Death of the said *John H.* and still do refuse, and unjustly detain the same: Wherefore he says that he is injured, and has Damage to the Value of twenty Pounds;

*Profert of the Bond;*

*And Probate.*

And thereupon he brings Suit, &c. And the said *Henry* brings here into Court as well the said Writing which testifies the said Debt in Form aforesaid, the Date whereof is on the said, &c. As also the said Letters Testamentary of the said *John H.* by which it sufficiently appears to the Court that the said *Henry* is the Executor of the said Testament of the said *John H.* and thereof has Administration, &c.

*Scaccario.*  
*Debt on a*  
*Bond against*  
*Heirs at Law,*  
*and the De-*  
*vissee of the*  
*Obligor.*

Middlesex, to wit, *Benjamin Joseph* Debtor of our Sovereign Lady the now Queen, came before the Barons of the Exchequer on the twenty-fourth Day of October in this Term, by *Thomas Arden* his Attorney, and complains by Bill against *Thomas Orby*, Esq; and *Charlotte* his Wife, *James Hamilton*, Esq; Duke *Hamilton* of the Kingdom of Scotland and *Elizabeth* his Wife, and *John Erlington*, Gent. which said *Charlotte*, *Elizabeth* and *John* are Co-heirs of *Fitton* late Earl of *Macclesfield*, late Brother and Heir of *Charles* late Earl of *Macclesfield*, lately otherwise called the Right Honorable *Charles* Earl of *Macclesfield*, the said *Charlotte* being one of the Sisters of the said late Earl's, the said *Elizabeth* being Daughter and Heir

of *Elizabeth* late Lady *Gerrard* of *Bromley*,  
 late another of the Sisters of the said late  
 Earl's, and the said *John* being Son and  
 Heir of *Anne Erlington*, late also another  
 of the Sisters of the said late Earl's, and  
 against *Charles* Lord *Mobun*, Devisee of  
 the said *Charles* late Earl, of certain Lands,  
 Tenements and Hereditaments which were  
 of the said late Earl *Charles* at the Time  
 of his Death, according to the Form of  
 the Statute thereupon lately made and *Stat. 3 & 4*  
 provided, jointly present here in Court *W. & M. c.*  
 on the same Day, of a Plea, that they  
 tender to the said *Benjamin* eleven thou-  
 sand Pounds of lawful Money of *England*  
 [*Great Britain*] which they owe him and  
 unjustly detain; for that, *to wit*, That  
 whereas the said *Charles* late Earl in his  
 Life-time, on the fourth Day of *March* in  
 the Year of our Lord one thousand six hun-  
 dred and ninety-five, at *Westminster* in the  
 County of *Middlesex* aforesaid, by his Wri-  
 ting Obligatory, **which**, sealed with the *Profer.*  
 seal of the said *Charles* late Earl in his Life-  
 time, the said *Benjamin* brings here into  
 Court, the Date whereof is on the same  
 Day and Year, acknowledged himself to be  
 bound to the said *Benjamin* in the said ele-  
 ven thousand Pounds, to be paid to the said  
*Benjamin* when he should be thereto re-  
 quired; and to the said Payment well and  
 faithfully to be made the said Earl *Charles*  
 bound himself and his Heirs by the said  
 Writing: **Yet** the said Earl *Charles* in his *Breach.*  
 Life-time, or the said *Charles* Lord *Mobun*

(to whom and to whose Heirs the said Earl Charles by his last Will in Writing, at *Westminster* aforesaid, in his Life-time, after the twenty-fifth Day of *March* in the Year of our Lord one thousand six hundred and ninety-two, in due Manner made, devised, and bequeathed certain Lands, Tenements and Hereditaments, of which he then and at the Time of his Death was seised in his Demesne as of Fee) or the said Earl *Fitton*, Brother and Heir of the said Earl Charles, or the said *Thomas Orby* and *Charlotte*, *James Hamilton* and *Elizabeth* his Wife, and *John Erlington*, after the Death of the said Earl *Fitton*, although often required, have not nor has any one of them paid the said eleven thousand Pounds to the said *Benjamin*, but have refused to pay the same to him; and the said *Charles Lord Mobun*, Devisee as aforesaid, *Thomas Orby* and *Charlotte*, *James Hamilton* and *Elizabeth* his Wife, and *John Erlington*, have hitherto refused to pay him the same: Wherefore the said *Benjamin* says that he is injured, and has Damage to the Value of one thousand Pounds, whereby he is the less, &c. And thereupon he brings Suit, &c.

B. R. Debt  
on a Bond by  
Baron and  
Feme, Execu-  
trix of the  
Obligee a-  
gainst the Heir  
of the Heir  
and Devisee  
of the Obligor.

Middlesex, to wit, Sir *Isaac Rebow*, Knight, and *Elizabeth* his Wife, Executrix of the Testament and last Will of *John Lemot Honeywood*, Esq; deceased, complain of *George Plomer*, Son and Heir of *Sarah Plomer*, Widow, deceased, who was

was Heir and Devisee of *William Wilkinson*, Esq; deceased, otherwise called *William Wilkinson* of the *Inner Temple*, Esq; being in the Custody of the Marshal of the *Marches* of our Lord the King, before the King himself, of a Plea, that he render to them four hundred Pounds of lawful Money of *Great Britain*, which he unjustly detains from them; for that, *to wit*, That whereas the said *William* in his Life-time, *to wit*, on the twenty-seventh Day of *February* in the Year of our Lord one thousand six hundred and eighty-one, at the Parish of *St. Clement Danes* in the County of *Middlesex* aforesaid, by his Writing Obligatory, sealed with the Seal of the said *William*, and to the Court of our said Lord the now King here shewn, the Date whereof is on the same Day and Year, acknowledged himself to be bound to the said *John Lemot Honeywood* in his Life-time in the said four hundred Pounds, to be paid to the said *John* when he should be thereunto required, and to the said Payment to be well and faithfully made the said *William* bound himself and his Heirs by the said Writing: *Yet* the said *William* in his Life-time, and the said *Sarah* who was Heir and Devisee of the said *William* after his Death, and the said *George*, Son and Heir of the said *Sarah*, after the Death of the said *Sarah*, altho' often required, &c. have not yet paid, nor has any one of them paid the said four hundred Pounds to the said *John* in

*Bond made in*  
1681.  
*And sued in*  
1718.

*Protest of the*  
*Bond.*

*Breach.*



his Life-time, or to the said *Isaac* and *Elizabeth* after the Death of the said *John*, or to any one of them, but have intirely refused to pay the same to them, or to any one of them; and the said *George* still refuses to pay the same to the said *Isaac* and *Elizabeth*, and unjustly detains, to the Damage of the said *Isaac* and *Elizabeth* of ten Pounds: And thereupon they bring Suit, &c. And the said *Isaac* and *Elizabeth* bring here into Court the Letters Testamentary of the said *John*, by which it plainly appears to the Court here, that the said *Elizabeth* is Executrix of the Testament and last Will of the said *John*: And thereof has Administration, &c.

*Profert of the Probate.*

*Oyer.*

*Condition of the Bond.*

When, &c. and he prays Oyer of the said Writing Obligatory, and it is read to him, &c. and he also prays Oyer of the Condition of the said Writing, and it is read to him in these Words, *to wit*, The Condition of this Obligation is such, that if the above bounden *William Wilkin*son and *Priscilla Honeywood*, or either of them their or either of their Heirs, Executors or Administrators, do well and truly pay or cause to be paid unto the above-named *John Lemot Honeywood*, his Executors, Administrators or Assigns, the full Sum of two hundred and twelve Pounds of good and lawful Money of *England*, on the first Day of *March* which shall be in the Year of our Lord one thousand six hundred and eighty-two, then this Obligation to be void,

void, or else to remain in full Force: Which being read and heard the said George says, that the said *Isaac* and *Elizabeth* ought not to have or maintain their said Action thereupon against him, because he says that the said *William Wilkinson* in his Life-time after the said first Day of *March* in the said Condition mentioned, and before the Exhibiting the said Bill, to wit, on the twenty-seventh Day of *February* in the Year of our Lord one thousand six hundred and ninety-two, paid to the said *John Lemot Honeywood* the said two hundred Pounds, being the principal Sum due to the said *John Lemot Honeywood* by the Condition of the said Writing, together with all Interest for the said two hundred Pounds then due, to wit, at the said Parish of *St. Clement Danes* in the County of *Middlesex* aforesaid: And this he is ready to verify: Wherefore he prays Judgment if the said *Isaac* and *Elizabeth* ought to have or maintain their Action thereupon against him, &c.

*Plea, that Obligor paid the Money at a future Day, ante exhibitionem billæ.*

*Naught as it ties down the Evidence to that Day.*

And the said *Isaac* and *Elizabeth* say, That they, by any Thing before alledged, ought not to be barred from having their said Action against the said *George*, because they say that the said *William Wilkinson* in his Life-time after the said first Day of *March* in the said Condition mentioned, and before the Exhibiting the said Bill, did not pay to the said *John Lemot Honeywood* the said two hundred Pounds and Interest due for the same, as the

*Replication, that the Obligor did not pay, &c.*

Issue.

Venire a-  
warded.

the said George has above by Pleading al-  
ledged: And this they pray may be in-  
quired of by the Country: And the said  
George likewise, &c. Therefore let a Ju-  
ry thereupon come before our Lord the  
King at Westminster on                      next after  
and who neither, &c. to recog-  
nize, &c. because as well, &c. The same  
Day is given to the said Parties aforesaid  
at the same Place, &c.

Verdict for the Plaintiffs, *Mich. 5 Geo. 1.*

*Pleas before our Lord the King at  
Westminster, of the Term of the  
Holy Trinity in the  
Year of the Reign of our Sovereign  
Lord George the Second,  
now King of Great Britain, &c.  
Roll.*

*Memorandum  
of a Declara-  
tion of a pre-  
cedent Term.*

Memorandum of a Declaration of a precedent Term. London, **BE** it remembered, That here-  
to wit, tofore, that is to say, in Ea-  
sier Term last past, before our Lord the  
King at Westminster came *Josiah Bacon* by  
his Attorney, and brought into  
the Court of our said Lord the King then  
there his Bill against *David Debary*, o-  
therwise called *David Debary* of London,  
Merchant, in the Custody of the Marshal  
of the *Marshalsea* of our Lord the King,  
before the King himself, of a Plea of  
Debt; and there are Pledges of Prosecu-  
ting, to wit, *John Doe* and *Richard Roe*;  
which

which said Bill follows in these Words, to wit, London, to wit, *Josiah Bacon* complains of *David Debary*, otherwise called *David Debary* of London, Merchant, being in the Custody of the Marshal of the Marshalsea of our Lord the King, before the King himself, of a Plea, that he render to him six hundred Pounds of lawful Money of Great Britain, which he owes him and unjustly detains; for that, to wit, That whereas the said *David* on the eighth Day of November in the Year of our Lord at London, to wit, in the Parish of St. Mary Le Bow in the Ward of Cheap, by his Writing Obligatory, sealed with the Seal of the said *David*, and to the Court of our said Lord the King now here shewn, whose Date is the same Day and Year, acknowledged himself to be bound to the said *Josiah* in the said six hundred Pounds, to be paid to the said *Josiah* when he should be thereunto required; yet the said *David*, although often required, &c. has not yet paid the said six hundred Pounds to the said *Josiah*, but has hitherto intirely refused, and still doth refuse to pay him the same; to the Damage of the said *Josiah* of one hundred Pounds: And thereupon he brings Suit, &c.

*Declaration  
on Arbitration  
Bond.*

And now at this Day, to wit, Friday Imparlance. next after the Morrow of the Holy Trinity in this same Term, to which Day the said *David* had Leave to imparle to the said Bill, and then to answer, &c. before our



*Oyer prayed.*

our Lord the King at *Westminster* came as well the said *Josiah* by his Attorney afore-said, as the said *David* by his Attorney, and the said *David* defends the Force and Injury when, &c. and prays Oyer of the said Writing Obligatory; and it is read to him in these Words, *to wit*, (the Obligation *in hæc Verba*) And he prays also Oyer of the Condition of the said Writing Obligatory; and it is read to him in these Words, *to wit*, The Condition of this Obligation is such, that if the above bounden *David Debary*, for and on Behalf of *Jacob Derynter* of *Ham-borough*, Merchant, his Executors and Administrators, do and shall well and truly stand to, obey, abide, observe, perform, fulfil and keep the Award, Arbitrament, Order, final End, Determination and Judgment of *Maurice Williams*, *Nicholas Cutler* and *Michael Milford* of *London*, Merchants, or any two of them, Arbitrators, as well on the Part and Behalf of the above-named *Josiah Bacon*, as of the said *David Debary*; and by their mutual Assent and Consent indifferently elected, named and chosen to arbitrate, award, order, judge, determine, and a final End to make of, for, upon and concerning all and all Manner of Action and Actions, Cause and Causes of Actions, Suits, Debts, Accounts, Reckonings, Sum and Sums of Money, Covenants, Contracts, Promisses, Trespasses, Damages, Bonds, Bills, Specialties, Judgments, Extents, Executions, Strifes,

Strifes, Differences, Controversies, Matters, Claims and Demands whatsoever, as now are, or at any Time before the Date above written have been moved, stirred up, or depending between the said *David Debary*, as Attorney to the said *Jacob Dernyter* of the one Part, and the said *Josiah Bacon* of the other Part, for, touching or concerning certain Accounts between the said *Josiah Bacon* and the said *Jacob Dernyter*, so as the said Award, Arbitrament, Order, final End, Determination, and Judgment of the said Arbitrators, or any two of them, of and upon the Premisses, be made and set down in Writing indented under their Hands and Seals, and be delivered or ready to be delivered up unto the said Parties respectively in Difference, requiring the same, at or in the new Dwelling of *John Chambers*, Scrivener, situate in *Lombard-street*, *London*, on or before the one and twentieth Day of this Instant *November*; then this Obligation to be void, or else to stand in full Force and Virtue. Which being read and heard, the said *David Debary* says, that the said *Josiah Bacon* ought not to have or maintain his said Action thereupon against him, because he says, that the said *Maurice Williams*, *Nicholas Cutler* and *Michael Milford* in the said Condition named, or any two of them, did not make any Arbitrament in Writing indented under their Hands and Seals of, for or concerning the Premisses aforesaid, in the said Condition

*Plea that Arbitrators made no Award.*

Condition above specified, on or before the one and twentieth Day of *November* in the said Condition mentioned, according to the Form and Effect of the said Condition: And this he is ready to verify; Wherefore he prays Judgment, whether the said *Josiah Bacon* ought to have or maintain his said Action thereupon against him, &c.

*Replication and  
Award made.*

And the said *Josiah Bacon* says, that he, by any Thing by the said *David Debar* above by Pleading alledged, ought not to be barred from having his Action thereupon against the said *David*, because he says, that after the making the said Writing Obligatory, to wit, on the one and twentieth Day of *November* in the Year of our Lord                      in the said Condition specified, at *London* aforesaid, in the Parish and Ward aforesaid, the said *Nicholas Cutler* and *Michael Milford*, two Arbitrators in the said Condition above-mentioned, took upon themselves the Burden of Arbitrating and Ordering of and upon the Premises in the said Condition above-mentioned, and made their Award in Writing indented under their Hands and Seals between the Parties, and of and upon the Premises in the said Condition mentioned; by which Arbitrament produced here in Court, the Arbitrators reciting, that whereas the said *David* for and on Behalf of *Jacob Dernyter* of *Hamborough*, Merchant, and the said *Josiah*, by interchangeable Obligations, bearing Date the eighth Day

*Award set  
forth.*

Day

Day of the then instant *November*, became bound to each other in six hundred Pounds, conditioned to stand to the Award of the said *Maurice Williams*, *Nicholas Cutler* and *Michael Milford*, or any two of them, mutually chosen between them to judge, determine and make final End of and in all and all Manner of Action and Actions, Cause and Causes of Action, Suits, Debts, Accounts, Reckonings, Sum and Sums of Money, Covenants, Contracts, Promises, Trespasses, Damages, Bonds, Bills, Specialties, Judgments, Extents, Executions, Strifes, Differences, Controversies, Matters, Claims and Demands whatsoever, which then were, or at any Time before the Date of the said Writing Obligatory had been moved, stirred up, or were depending between the said *David Debary* (as Attorney of the said *Jacob Dernyter*) and the said *Josiah Bacon*, touching certain Accounts between the said *Josiah Bacon* and the said *Jacob Dernyter*, so as the said Arbitrament and Determination of the said Arbitrators be made in Writing, indented under their or any two of their Hands and Seals, ready to be delivered to the said Parties in Difference, requiring the same at or in the then and now Dwelling-House of *John Chambers*, Scrivener, situate in *Lombard-street, London*, upon or before the said one and twentieth Day of *November*, as by the said Bonds and Conditions thereof more fully appears; the said *Nicholas Cutler* and



*Michael Milford* have arbitrated and ordered the said *David Debary*, his Executors, Administrators or Assigns, on the Behalf of the said *Jacob Dernityer*, to pay or cause to be paid to the said *Josiah*, his Executors, Administrators or Assigns, the Sum of three hundred and forty-five Pounds, six Shillings and ten Pence Half-Penny, lawful Money of Great Britain, upon or before the second Day of *January* then next; and have further arbitrated and ordered, that the said *Josiah Bacon* and the said *David Debary* on the Behalf of the said *Jacob Dernityer*, upon Payment of the said Sum of Money as aforesaid, shall sign, seal and legally execute and deliver to the Use of each other good and sufficient Releases of all and all Manner of Actions, Cause and Causes of Action, Suits, Debts, Accounts, Reckonings, Sum and Sums of Money, Covenants, Contracts, Promises, Trespases, Damages, Bonds, Bills, Specialties, Judgments, Extents, Executions, Strifes, Differences, Controversies, Matters, Claims and Demands whatsoever touching the said Accounts, as by the said Arbitrament appears: And the said *Josiah* in Fact says, that the said Arbitrament made in Form aforesaid, afterwards, *to wit*, on the said one and twentieth Day of *November* in the Year aforesaid, at *London* aforesaid, in the Parish and Ward aforesaid, was delivered as well to the said *Josiah* as the said *David*, according to the Form and Effect

of the Condition of the said Writing Obligatory; and the said *Josiab* further says, that although he the said *Josiab* from the Time of making the said Arbitrament hitherto has well and truly observed, performed and kept, all and singular those Things contained in the said Arbitrament, that were on the Part of the said *Josiab* to be performed and fulfilled, according to the Form and Effect of the said Arbitrament; also by protesting that the said *David Debary*, from the Time of making the said Arbitration hitherto has not in any Thing observed, performed, or fulfilled the said Arbitrament, according to the Form and Effect thereof, the said *Josiab* says, that the said *David* has not paid or caused to be paid to the said *Josiab* the said Sum of three hundred and forty-five Pounds six Shillings and ten Pence Half-Peny, upon or before the said second Day of *January*, which then he ought to have paid to him, according to the Form and Effect of the said Arbitrament: And this he is ready to verify: Wherefore he prays Judgment, and his said Debt, together with his Damages by Occasion of the detaining that Debt, to be adjudged to him, &c.

*Protestando.*

*Breach assigned.*

To this there was a Demurrer, and Joinder; and Judgment for the Defendant. See *Salk.* 70.

Hilary Term in the Eighth Year of  
King William the Third.

Roll 1698.

B. R. Declaration in Debt on a Bill penal, payable at several Times: by the Obligee against Baron and Feme, Administratrix of the Obligor.

Profert.

London, to wit, *Nicholas Ashton*, complains of *John Sherman*, Gentleman, and *Mary* his Wife, Administratrix of all and singular the Goods and Chattels, Rights and Credits, which were of *William Field*, lately deceased, who died intestate, as it is said, otherwise lately called *William Field*, Citizen and Merchant-Taylor of London, in the Custody of the Marshal, &c. of a Plea, that they render to him thirty Pounds lawful Money of England, which they unjustly detain from him; for that, to wit, That whereas the said *William Field* in his Life-time, to wit, on the twenty-ninth Day of September in the Year of our Lord one thousand six hundred and ninety-four, at London aforesaid, to wit, in the Parish of St. Mary Le Bow in the Ward of Cheap, by his Bill Obligatory, sealed with the Seal of the said *William* in his Life-time, and to the Court of our said Lord the present King here shewn, the Date whereof is on the same Day and Year, acknowledged himself to be indebted to the said *Nicholas* in the Sum of fifteen Pounds ten Shillings and Sixpence lawful Money of England, to be paid to the said *Nicholas*, his Executors, Administrators or Assigns, in Manner following;

owing, *to wit*, the Sum of five Pounds, Part thereof on the twenty-ninth Day of *October* then next ensuing the Date of the said Bill Obligatory, and the Sum of five Pounds further Part thereof, on the twenty-ninth Day of *November* then next ensuing, and the Sum of five Pounds ten Shillings and Sixpence the Residue in full thereof, on the twenty-fourth Day of *December* then next ensuing the Date of the said Bill Obligatory; and for the true Payment thereof the said *William Field* by the said Bill firmly bound himself, his Heirs, Executors and Administrators in the said Sum of thirty Pounds; and the said *Nicholas* in Fact says, that the said *William Field* in his Life-time, or the said *John* and *Mary*, after the Death of the said *William*, did not, nor did either of them, pay to the said *Nicholas* on the said twenty-ninth Day of *October* in the said Bill above specified the said Sum of five Pounds, which upon that Day they ought to have paid him according to the Form and Effect of the said Bill Obligatory, whereby an Action accrued to the said *Nicholas* to demand and have of the said *William* in his Life-time, and of the said *John* and *Mary* after the Death of the said *William*, the said thirty Pounds: *Yet Breach.* The said *William* in his Life-time, and the said *John* and *Mary* after the Death of the said *William*, although often required, &c. have not paid, nor has either of them paid, the said thirty Pounds to the said *Nicholas*,



but the said *John* and *Mary* still refuse to pay the same to the said *Nicholas*, and unjustly detain the same from him, to the Damage of the said *Nicholas* of twenty Pounds: And thereupon he brings Suit, &c.

*Plea, a Judgment in C. B. recovered against the Insolvent in Debt sur mutuo.*

And the said *John* and *Mary*, &c. and say, that the said *Nicholas* ought not to have or maintain his said Action thereupon against them, because they say that the said *W. F.* in his Life-time, to wit, on the first Day of *July* in the fifth Year of the Reign of our Lord the present King and Lady the late Queen, at *London*, to wit, in the Parish and Ward aforesaid, borrowed of one *Robert Waring*, Gentleman, one hundred Pounds, to be paid to the said *Robert* when he the said *W.* should be thereto required; whereby the said *Robert*, for Recovery of his said Debt, to wit, in the Term of *St. Michael* in the said fifth Year of the Reign of our said Lord the present King and Lady the late Queen, in the Court of our said Lord the King and Lady the Queen, at *Westminster* in the County of *Middlesex*, impleaded the said *W. F.* in his Life-time, in a Plea of Debt for the said one hundred Pounds in which said Plea it was in such Manner proceeded in the said Court of our said Lord the King and Lady the late Queen of the Bench, that the said *Robert* in the said Term of *St. Michael* in the fifth Year aforesaid, by the Judgment of the said Court, recovered against the said *W. F.*

in his Life-time as well the said Debt of one hundred Pounds, as thirty Shillings for his Damages which he had by Occasion of the detaining of that Debt by the said Court of our said Lord the present King and said Lady the late Queen of the Bench adjudged to the said Robert by his Assent, as by the Record and Proceedings thereof remaining in the Court of our said Lord the present King of the Bench plainly appears: **And** the said *John* *A Judgment against Defendant for a Debt on Bond due by Intestate.* and *Mary* further say, that the said *W. F.* in his Life-time, *to wit*, on the twentieth Day of *March* in the fourth Year of the Reign of our said Lord the present King and Lady the late Queen of *England*, &c. at *London* afore said, in the Parish and Ward afore said, by his Writing Obligatory, acknowledged himself to be bound to one *Gilbert East* in one hundred Pounds, to be paid to the said *Gilbert* when he the said *W. F.* should be thereto required: And that after the Death of the said *W. F.* the said one hundred Pounds being no ways paid or satisfied, the said *G.* for Recovery of his said Debt after the Death of the said *W. F.* *to wit*, in the Term of *St. Michael* in the sixth Year of the Reign of our said Lord the now King and Lady the late Queen, in the said Court of our Lord the now King and Lady the late Queen of the Bench at *Westminster* afore said, impleaded the said *J.* and *M.* as Administratrix of the Goods and Chattels of the said *W. F.* in a Plea of Debt for the

said one hundred Pounds of and upon the  
 said Writing Obligatory, in which said  
 Plea it was in such Manner proceeded,  
 that the said G. in the same Term of St.  
*Michael* in the sixth Year aforesaid, by the  
 Judgment of the said Court of our said  
 Lord the present King and Lady the late  
 Queen of the Bench, recovered against  
 the said J. and M. the said one hundred  
 Pounds, and his Damages by the Occa-  
 sion of the detaining that Debt, to forty  
 Shillings, by the said Court adjudged to  
 the said G. by his Assent, to be levied of  
 the Goods and Chattels which were of  
 the said W. F. at the Time of his Death  
 in the Hands of the said J. and M. to be  
 administred, if they had so much thereof  
 in their Hands to be administered, and if  
 they had not so much in their Hands,  
 then the said Damages to be levied of the  
 proper Goods and Chattels of the said  
 J. and M. as by the said Record and  
 Proceedings remaining in the said Court  
 of our Lord the present King of the  
 Bench at *Westminster* more fully appears:  
 And the said J. and M. further say, that  
 they have fully administered all the Goods  
 and Chattels which were of the said W. F.  
 at the Time of his Death in their Hands  
 to be administered; and that they have  
 not, nor on the Day of exhibiting the  
 said Bill of the said N. or at any Time  
 afterwards, had any Goods or Chattels  
 which were of the said W. F. at the Time  
 of his Death in their Hands to be admin-  
 istered,

Plene Admin-  
 istravit.

*Have no Goods  
 except to the  
 Value of 10l.*

nistered, except Goods and Chattels to  
 the Value of ten Pounds, which are not *Which is lia-*  
 sufficient to satisfy the several Judgments *ble to the*  
 given in Form aforesaid, and which are *Judgments.*  
 bound and liable to the Execution and  
 Satisfaction thereof, with this, that they *Averment,*  
 the said *J.* and *M.* will verify that the  
 said several Debts in the said several Judg- *That the said*  
 ments as aforesaid recovered, were and *Debts are just*  
 still are true and just Debts, and no Ways *Debts.*  
 paid; and that the said several Judgments  
 are in their full Force and Vigor no Ways *The Judg-*  
 annulled, reversed or satisfied; and that *ments in*  
 the said *W. F.* and the said *J.* and *M.* in *Force;*  
 the said several Judgments respectively *And the Per-*  
 named, and the said *W. F.* and the said *sons the same.*  
*J.* and *M.* named in the Bill of the said  
*N.* are the same Persons, and not other  
 or different: And this they are ready to  
 verify: Wherefore they pray Judgment  
 of the said *N.* ought to have or maintain  
 his said Action thereupon against them,  
*&c.*

*N. Hooper.*

And the said *N.* says that he, by any *Replication.*  
 thing by the said *J. S.* and *M.* his Wife by  
 Pleading alledged, ought not to be barred  
 from having his said Action thereupon a-  
 gainst them; because as to the said Judg- *As to one*  
 ment obtained against the said *J. S.* and *M.* *Judgment*  
 as aforesaid in the said Plea mentioned the *that only 30l.*  
 said *N.* says, that thirty Pounds only and *was due,*  
 not more of the said Money by the said  
*G. E.* against the said *J.* and *M.* in Form  
 H 4                      aforesaid



*Which is paid,* aforeſaid were juſtly and truly due to the ſaid G. and that after the giving the ſaid Judgment, *to wit,* on the firſt Day of *March* in the ſeventh Year of the Reign of our ſaid Lord the preſent King, at the Pariſh and Ward aforeſaid, the ſaid J. and M. paid to the ſaid G. E. the ſaid thirty Pounds in full Satisfaction and Diſcharge of the Judgment; and the ſaid G. then and there received and accepted the ſaid thirty Pounds of the ſaid J. and M. in full Satisfaction and Diſcharge of that Judgment, and of all the Money thereby recovered: Yet the ſaid J. and M. fraudulently and deceitfully, and with Intention to deceive and defraud the ſaid N. of his ſaid Debt, have ſtill permitted the ſaid Judgment, ſo as aforeſaid obtained againſt them by the ſaid G. to remain and be in it's full Strength and Force, *to wit,* at the Pariſh and Ward aforeſaid: And this he is ready to verify: Wherefore he prays Judgment, and his ſaid Debt, together with his Damages by Occaſion of the detaining that Debt, to be adjudged to him, &c. **AND** as to the ſaid Judgment by the ſaid *Henry Corniſh* obtained againſt the ſaid J. and M. as aforeſaid in the ſaid Plea above-mentioned the ſaid N. ſays, that twenty and eight Pounds only and not more of the Money aforeſaid by the ſaid H. C. recovered againſt the ſaid J. and M. in Form aforeſaid, were juſtly and truly due to the ſaid H. at the Time of giving the ſaid Judgment; and that from

*And the  
Judgment  
kept on Foot  
per fraudem.*

*As to another  
Judgment  
only 28l. was  
due;*

From the Time of giving the said Judgment hitherto the said *H. C.* was always ready and still is ready to receive and accept of the said *J.* and *M.* the said twenty and eight Pounds, in full Satisfaction and Discharge of the said last mentioned Judgment, and of all the Money thereby recovered, *to wit*, at the Parish and Ward aforesaid: Yet the said *J.* and *M.* have hitherto deceitfully delayed the Payment of the said twenty and eight Pounds to the said *H. C.* and have permitted the said last mentioned Judgment still to be and remain in it's full Force and Strength with Intent to defraud and deceive the said *N.* of his said Debt, *to wit*, at the Parish and Ward aforesaid: And this he is ready to verify: Wherefore he prays Judgment and his said Debt, together with his Damages by Occasion of the detaining that Debt, to be adjudged to him, &c. **And** the said *Nicholas* further says, that the said *J.* and *M.* on the Day of exhibiting this Bill of the said *N.* had discovered Goods and Chattels which were of the said *W. F.* at the Time of his Death in their Hands to be administered, to the Value of the Debt of the said *N.* above demanded, besides Goods and Chattels sufficient to satisfy the said *R. W.* and *N. A.* of their several Debts and Damages aforesaid recovered against the said *J. S.* and *M.* his Wife as aforesaid, and also twenty and eight Pounds due as aforesaid to the said *H. C.* whereof they could have satisfied

*Which the Plaintiff therein is ready to accept in full Satisfaction;*

*But Defendants have delayed Payment;*

*And keep the Judgment on Foot per fraudem.*

*That Defendants have Assets ultra sufficient to pay Plaintiff.*

satisfied the said N. of his said Debt, to wit, at the Parish and Ward aforesaid: And this he prays may be inquired of by the Country, &c.

*Demurrer.*

And the said J. and M. say, that the said Plea by the said N. above in Manner and Form aforesaid by replying pleaded, and the Matter therein contained, are not sufficient in Law for the said N. to have and maintain his said Action against them the said J. and M. and that they have no Need and are not bound by the Law of the Land in any Manner to answer to the said Plea in Manner and Form aforesaid pleaded: And this they are ready to verify: Wherefore for Default of a sufficient Replication of the said N. in this Behalf the said J. and M. pray Judgment, and that the said N. may be barred from having his said Action against them the said J. and M. &c. And for Causes of demurring in Law according to the Form of the Statute in such Case made and provided, the said J. and M. shew here to the Court, and demonstrate the following Causes, to wit, for that the said Replication is double, and for that there are several Conclusions, and the said N. four Times prays Judgment, whereas he ought to have prayed Judgment but once; and for that the said N. ill concludes to the Country when he ought not.

*Causes of Demurrer.*

*Edward Northey,  
Nicholas Hooper.*

*And*

And the said N. says, that the said Plea *Joinder.*  
 by him the said N. in Manner and Form  
 aforesaid above by replying pleaded, and  
 the Matter therein contained, are good and  
 sufficient in Law for him the said N. to  
 have and maintain his said Action against  
 the said J. and M. which said Plea and  
 the Matter therein contained he the said  
 N. is ready to verify and prove as the  
 Court, &c. And because the said J. and  
 M. do not answer the said Plea, nor as  
 yet have any Ways denied it, he the said  
 N. as before prays Judgment, and his said  
 Debt, together with his Damages by Oc-  
 casion of the detaining that Debt, to be  
 adjudged to him, &c. But because the *Continuance.*  
 Court of our Lord the present King here  
 are not yet advised of giving their Judg-  
 ment of and upon the Premises, a Day is  
 hereupon given to the said Parties before  
 our Lord the King at *Westminster*, until  
 next after to hear their  
 Judgment of and upon the said Premises,  
 or that the Court of our said Lord the  
 present King here is not yet advised, &c.

Middlesex, to wit, *John Wrench*, Af- B. R. Debt  
 fignee of Sir R. B. Knight, and Sir R. K. on a Bail-  
 Knight, Sheriff of the County of Middle- Bond by the  
 sex aforesaid, according to the Form of Assignee of the  
 the Statute in such Case lately made and Sheriff against  
 provided, complains of *John Jaques*, other- one of the  
 wise called, &c. being in the Custody of Bail.  
 the Marshal, &c. of a Plea, that he ren-  
 der to him forty Pounds of lawful Money  
 of



Bill of Middlesex sued out.

Delivered to the Sheriff.

of Great Britain, which he owes him and unjustly detains; for that, *to wit*, That whereas after the first Day of Trinity Term in the Year of our Lord one thousand seven hundred and six, *to wit*, on the twentieth Day of May in the Year of our Lord one thousand seven hundred and fifteen, the said *John Wrench* prosecuted out of the Court of our said Lord the King, before the King himself (the said Court then being at *Westminster* in the County of *Middlesex* afore said) a Precept of our said Lord the King, commonly called a Bill of *Middlesex*, directed to the Sheriff of the said County of *Middlesex*, by which it was commanded to the said Sheriff, that he should take one *Peter Brittain* the Younger if he should be found in his Bailiwick, and keep him safely, so that he should have his Body before our said Lord the King at *Westminster* on Monday next after the Morrow of our Lord, to answer the said *John Wrench* of a Plea of Trespass, and also to a Bill of the said *John Wrench* against the said *Peter Brittain* for twenty Pounds of Debt, according to the Custom of the Court of our said Lord the King, before the King himself, to be exhibited, which said Precept afterwards and before the Return of the same, *to wit*, on the said twentieth Day of May in the Year of our Lord one thousand seven hundred and fifteen afore said, at the Parish of *St. Clement Danes* in the County of *Middlesex* afore said, was delivered

erer to the said Sir R. B. Knight, and  
 Sir R. K. Knight, then being Sheriff of  
 the said County of *Middlesex*, to be exe-  
 cuted in due Form of Law : By Virtue *Defendant at-*  
 of which said Precept, directed to the *rested thereon.*  
 Sheriff of the said County of *Middlesex*  
 in Form aforesaid, the said Sir R. B.  
 Knight, and Sir R. K. Knight, then be-  
 ing Sheriff of the said County of *Middle-*  
*sex* as aforesaid, afterwards, *to wit*, on  
 the said twentieth Day of *May* in the said  
 Year of our Lord one thousand seven  
 hundred and fifteen, took and arrested the  
 said *Peter Britain* at the Parish aforesaid  
 in the County aforesaid, and had, detain-  
 ed and kept the said *Peter* then and there  
 in his Custody by Virtue of the said Pre-  
 cept and that Arrest : **And whereas** the *Bail Bond*  
 said *John Jaques* afterwards, *to wit*, on *given.*  
 the twenty-eighth Day of *May* in the  
 Year of our Lord one thousand seven  
 hundred and fifteen aforesaid, at the Pa-  
 rish aforesaid in the County aforesaid,  
 the said *Peter Britain* being so taken, ar-  
 rested, detained and kept by the said She-  
 riff of the said County of *Middlesex* as a-  
 fforesaid, and then at the Parish aforesaid  
 in the County aforesaid remaining in the  
 Custody of the said Sheriff by the Virtue  
 aforesaid, by his Writing Obligatory, seal-  
 ed with the Seal of the said *John Jaques*,  
 and to the Court of our said Lord the *Proferet.*  
 now King here shewn, the Date of which  
 said Writing Obligatory is on the same  
 twenty-eighth Day of *May* in the Year of  
 our

our Lord one thousand seven hundred and fifteen aforesaid, acknowledged himself to be held and firmly bound to the said Sir R. B. Knight, and Sir R. K. Knight, then being Sheriff of the said County of *Middlesex* as aforesaid, by the Name of Sir R. B. Knight, and Sir R. K. Knight, Sheriff of the County aforesaid, in the said forty Pounds, to be paid to the said Sheriff or his certain Attorney, Executors, Administrators or Assigns when he should be thereunto afterwards required:

*Condition.*

With a Condition to the said Writing Obligatory underwritten, that if the said *Peter Britain* should appear before our said Lord the King at *Westminster*, on the said *Monday* next after the Morrow of the Ascension of our Lord, to answer the said *John Wrench* of a Plea of Trespass, and also to a Bill as aforesaid, for twenty Pounds of Debt, then the said Writing Obligatory to be void and of no Force, otherwise to stand and remain in its full Force and Effect: And whereas the said *Peter Britain* did not appear before our said Lord the King at *Westminster* on the said *Monday* next after the Morrow of the Ascension of our Lord in the said Condition mentioned, according to the Form and Effect of that Condition, whereby the said Writing Obligatory became forfeited: **And whereas** afterwards, to wit, on the eleventh Day of *June* in the Year of our Lord one thousand seven hundred and fifteen aforesaid, at the Parish aforesaid

*Breach in  
Non Appearance.**Bail Bond assigned to  
Plaintiff.*

aid in the County aforesaid, at the Request and Charges of the said *John Wrench*, the said Sir R. B. Knight, and Sir R. K. Knight, Sheriff of the County of *Middlesex* aforesaid, by the Name of Sir R. B. Knight, and Sir R. K. Knight, Sheriff of the County aforesaid, assigned to the said *John Wrench* the said Writing Obligatory so made for the Appearance of the said *Peter Britain* as aforesaid, by indorsing the Assignment of the said Sheriff of the said Writing Obligatory upon the said Writing Obligatory, and by then and there attesting the said Assignment under the Hand and Seal of the said Sheriff, in the Presence of two credible Witnesses; according to the Form of the Statute in such Case lately made and provided; which said Assignment (the Date whereof *Profert of the* is on the same eleventh Day of *June* in *Assignment.* the Year of our Lord one thousand seven hundred and fifteen aforesaid) is also to the Court of our said Lord the now King here shewn; By Reason of which said *Actio accre-* Premisses, according to the Form of the *vit Quer.* Statute in that Behalf made and provided, an Action has accrued to the said *John Wrench* as Assignee of the said Sir R. B. Knight, and Sir R. K. Knight, Sheriff of the said County of *Middlesex* as aforesaid, to demand and have of the said *John Jaques* the said forty Pounds: *Uet the Breach of Pay-* said *John Jaques*, although often requi- *ment.* mented, &c. has not yet paid the said forty



Pounds to the said *John Wrench*, or to the said Sir R. B. and Sir R. K. or to any one of them, but has hitherto intirely refused to pay the same to the said *John Wrench*, or to the said Sir R. B. and Sir R. K. or to any one of them, and still refuses to pay the same to the said *John Wrench*, to the Damage of the said *John Wrench* of ten Pounds: And thereupon he brings Suit, &c.

B. R. Debt  
on a Bail-  
Bond by two  
Assignees of  
the Sheriff a-  
gainst one of  
the Bail.

Principal ar-  
rested on a  
Latitat.

Northampton, to wit, *Emery Powle*, Widow, and *John Tucker*, Assignees of Sir Francis St. John now Baronet, late Francis St. John, Esq; late Sheriff of the County aforesaid, according to the Form of the Statute in such Case lately made and provided, complain of *John Barwel*, otherwise called, &c. being in the Custody of the Marshal, &c. of a Plea, that he render to them one thousand and sixty Pounds of lawful Money of Great Britain, which he owes them and unjustly detains; For that, to wit, That whereas one Robert Tebut the Younger, after the first Day of Trinity Term in the Year of our Lord one thousand seven hundred and six, to wit, on the twenty-second Day of July in the Year of our Lord one thousand seven hundred and fifteen, at Oundle in the County aforesaid, by the said Francis St. John, then Sheriff of the County aforesaid, was arrested at the Suit of them the said *Emery* and *John*, by Virtue of a certain Writ of our Lord the King called

Latitat, prosecuted out of the Court of our said Lord the King, before the King himself, the said Court being then at Westminster in the County of Middlesex, by the said Emery and John against the said Robert Tebut the Younger, in a Plea of Trespass, and to a Bill of the said Emery and John for eight hundred Pounds upon Promise, according to the Custom, returnable in the same Court on Monday next after three Weeks of St. Michael then next ensuing: And whereas the Bail-bond of the said Francis St. John being then Sheriff of the said County of Northampton as aforesaid, of and upon that Arrest took Bail for the said Robert Tebut the Younger, to wit, the said Robert Tebut the Younger, and the said John Barwel and one Robert Tebut, which said Robert Tebut the Younger, John Barwel and Robert Tebut, on the said twenty-second Day of July in the Year of our Lord aforesaid, at Oundle aforesaid in the County aforesaid, by a Writing Obligatory, which, sealed as well with the Seal of the said John Barwel, as with the Seals of the said Robert Tebut the Younger and Robert Tebut, the said Emery and John bring here into Court, the Date whereof is on the same Day and Year last aforesaid; By which said Writing the said John Barwel acknowledged himself to be held and firmly bound to the said Francis St. John then being Sheriff of the said County as aforesaid, by the Name of Francis St. John, Esq; Sheriff

Vol. II. I of

**Condition.****Bail-bond  
assigned**

of the County of *Northampton*, in the said one thousand and sixty Pounds, to be paid to the said Sheriff or his Assigns when he the said *John Barwel* should be thereunto required: With a Condition to the said Writing Obligatory underwritten, that if the said *Robert Tebut* the Younger should appear before our said Lord the King at *Westminster* on the said *Monday* next after three Weeks of *St. Michael*, to answer to the said *Emery Powle*, Widow, and *John Tucker*, of a Plea of Trespass, and also to a Bill of the said *Emery* and *John* against the said *Robert Tebut* the Younger, for eight hundred Pounds upon Promise, according to the Custom of the Court of our Lord the King, that then the said Obligation should be void and of no Effect, otherwise it should stand and remain in full Force, Strength and Effect, as by the said Writing Obligatory and the Condition thereof more fully appears: **And whereas** the said eight hundred Pounds being then unpaid, afterwards, *to wit*, on the third Day of *March* in the Year of our Lord aforesaid, at *Oundle* aforesaid in the County aforesaid, at the Request and Charges of the said *Emery* and *John*, Plaintiffs in that Suit, the said *Francis St. John* by the Name of Sir *Francis St. John*, Baronet, late Sheriff of the County of *Northampton* aforesaid, by his Indorsement upon the said Writing Obligatory, under the Hand and Seal of the said late Sheriff, made and attested in the Presence of *Elizabeth*  
*Hodkins*

*Hobkins and Thomas Elded*, two credible Witnesses; **which**, sealed with the Seal *Proferet of the* of the Office of the said *Francis St. John*, *Indorsement*, the said *Emery* and *John* bring here into Court, the Date whereof is on the same Day and Year last mentioned, assigned to the said *Emery* and *John* the said Writing Obligatory, according to the Form of the Statute in such Case lately made and provided, of which Premisses the said *John Barwel*, afterwards, *to wit*, on the same Day and Year, and at the Place last above said had Notice; **And** the said *Emery* and *John* in Fact say, that the said *Robert Tebut* the Younger did not appear before our said Lord the King at *Westminster* on the said *Monday* next after three Weeks of *St. Michael*, in the said Condition mentioned, according to the Form of that Condition, whereby the said Writing Obligatory became forfeited; By Reason of which Premisses, and by Force, and according to the Form of the said Statute in such Case lately made and provided, an Action accrued to the said *Emery* and *John* as Assignees of the said *Francis St. John*, late Sheriff of the County of *Northampton* afore said, to demand and have of the said *John Barwel* the said one thousand and sixty Pounds: **Yet** the said *John Barwel*, although often required, &c. has not yet paid the said one thousand and sixty Pounds to the said *Emery* and *John*, but has hitherto intirely refused and still does refuse to pay them

*Averment,*  
*that the principal Defendant did not appear.*

*Per quod*  
*Actio accrevit.*



the same, to the Damage of the said *Emery* and *John* of twenty Pounds: And thereupon they bring Suit, &c.

B. R. Debt  
on a Bail-  
Bond by two  
Assignees of  
the Sheriff a-  
gainst the  
principal De-  
fendant.

Defendant ar-  
rested on a  
Latitat.

Northampton, *to wit*, *Emery Powle*, Widow, and *John Tucker*, Assignees, &c. complain of *Robert Tebut* the Younger, otherwise called, &c. being in the Custody of the Marshal, &c. of a Plea, that he render to them one thousand and sixty Pounds of lawful Money of Great Britain, which he owes them and unjustly detains; **For that**, *to wit*, That whereas the said *Robert*, after the first Day of *Trinity* Term in the Year of our Lord one thousand seven hundred and six, *to wit*, on the twenty-second Day of *July* in the Year of our Lord one thousand seven hundred and fifteen, at *Oundle* in the County aforesaid, was arrested by the said *Francis St. John*, then Sheriff of the County aforesaid, at the Suit of the said *Emery* and *John*, by Virtue of a certain Writ of our said Lord the King, called a *Latitat*, prosecuted out of the Court of our said Lord the now King, before the King himself, the said Court then being at *Westminster* in the County of *Middlesex*, by the said *Emery* and *John* against the said *Robert* in a Plea of *Trespas*s, and also to a Bill of the said *Emery* and *John* for eight hundred Pounds upon Promise, according to the Custom, &c. returnable in the same Court of our said Lord the King on *Monday* next after three Weeks

Weeks of *St. Michael* then next following: **And whereas** the said *Francis St. John*, then being Sheriff of the said County as aforesaid, of and upon that Arrest took Bail for the said *Robert Tebut* the Younger, to wit, the said *Robert Tebut* the Younger, and *John Barwel* and *Robert Tebut*, which said *Robert Tebut* the Younger, *John Barwel* and *Robert Tebut*, on the said twenty-second Day of *July* in the Year aforesaid, at *Oundle* aforesaid in the County aforesaid, by their Writing Obligatory, which sealed as well with the Seal of the said *Robert Tebut* the Younger, as with the Seals of the said *John Barwel* and *Robert Tebut*, the said *Emery* and *John* bring here into Court, the Date whereof is on the Day and Year last aforesaid, by which said Writing Obligatory the said *Robert Tebut* the Younger acknowledged himself to be held and firmly bound to the said *Francis St. John*, then being Sheriff of the said County as aforesaid, by the Name of *Francis St. John*, Esq; Sheriff of the County aforesaid, in the said one thousand and sixty Pounds, to be paid to the said Sheriff or his Assigns, when he should be thereunto required: With a Condition to the said Writing Obligatory underwritten, that if the said *Robert Tebut* the Younger should appear before our said Lord the King at *Westminster* on the said *Monday* next after three Weeks of *St. Michael*, to answer the said *Emery Powle*, Widow, and *John Tucker*,

*Bail-Bond given.*

*Profert of the Bond.*

*Condition.*

of a Plea of Trespass, and also to a Bill of the said *Emery* and *John* against the said *Robert Tebut* the Younger for eight hundred Pounds upon Promise, according to the Custom of the Court of our Lord the King, that then the said Obligation should be void and of no Force, otherwise to stand and remain in it's full Strength, Force and Effect, as by the said Writing Obligatory and the Condition thereof more fully appears: **And whereas** afterwards, *to wit*, on the third Day of *March* in the Year of our Lord aforesaid, at *Oundle* aforesaid in the County aforesaid, the said *Francis St. John*, the said eight hundred Pounds being then unpaid him, at the Request and Charges of the said *Emery* and *John*, Plaintiffs in that Suit, by the Name of *Sir Francis St. John*, Baronet, by his Indorsement made upon the said Writing Obligatory under the Hand and Seal of the said late Sheriff, and attested in the Presence of *F. H.* and *T. E.* two credible Witnesses, **which**, sealed with the Seal of the Office of the said *Francis St. John*, the said *Emery* and *John* bring here into Court, the Date whereof is on the same Day and Year last mentioned, assigned to the said *Emery* and *John* the said Writing Obligatory, according to the Form of the Statute in such Case lately made and provided, of which Premisses the said *Robert Tebut* the Younger afterwards, *to wit*, on the same Day and Year, and at the Place last mentioned, had Notice: **And** the said *Emery*

*Bail-Bond assigned.*

*Present of the Assignment.*

*Averment, that Defendant did not appear.*

*Emery and John* in Fact say, that the said *Robert Tebut* the Younger did not appear before our said Lord the King at *Westminster* on the said *Monday* next after three Weeks of *St. Michael* in the said Condition mentioned, according to the Form of that Condition, whereby the said Writing Obligatory became forfeited; *By Reason* Per quod Actio accrevit. of which Premisses, and by Force, and according to the Form of the Statute in such Case lately made and provided, an Action accrued to the said *Emery and John* as Assignees of the said *Francis St. John*, late Sheriff of the said County of *Northampton*, to demand and have of the said *Robert Tebut* the Younger the said one thousand and sixty Pounds: *Yet* the said *Robert Tebut* the Younger, although often required, &c. Breach.

*Easter Term in the Tenth Year of King George the Second.*

*Middlesex*, to wit, *T. D.* Assignee of Sir *B. R. Debt* *William Rous*, Knight, and Sir *Benjamin* on a Bail-Bond by the Assignee of the Sheriff against one of the Bail. *Rawling*, Knight, Sheriff of the said County of *Middlesex*, according to the Form of the Statute in such Case lately made and provided, complains of *R. 7.* otherwise called *R. 7.* of the Parish of *St. Martin in the Fields* in the County of *Middlesex*, Gentleman, in the Custody of the Marshal of the *Marshalsea* of our Lord the King, before the King himself, of a Plea, that he



*Bill of Middlesex sued out.*

render to him forty Pounds of lawful Money of *Great Britain*, which he owes him and unjustly detains; **For that, to wit,** That whereas the said *T. D.* after the first Day of *Trinity* Term in the Year of our Lord one thousand seven hundred and six, *to wit,* on the twelfth Day of *February* in the tenth Year of the Reign of our Sovereign Lord *George* the Second, now King of *Great Britain*, &c. at *Westminster* in the said County of *Middlesex*, sued forth out of the Court of our Lord the King, before the King himself, (the said Court being then at *Westminster* aforesaid in the said County of *Middlesex*) a certain Precept of our said Lord the King, commonly called a Bill of *Middlesex*, directed to the Sheriff of the said County of *Middlesex*, by which it was commanded to the said Sheriff, that he should take one *O. B.* if he should be found in his Bailiwick, and safely keep him, so that he might have his Body before our said Lord the King at *Westminster*, on *Wednesday* next after fifteen Days from the Day of *Easter*, to answer the said *T. D.* in a Plea of *Trespas*s, and also to a Bill of the said *T. D.* against the said *O. B.* for twenty Pounds upon Promise, according to the Custom of the Court of our said Lord the King, before the King himself to be exhibited; and that he should have there then that Precept, which said Precept afterwards, and before the

Return

*Delivered to the Sheriff.*

Return thereof, *to wit*, on the twenty-ninth Day of *March* in the said tenth Year of his present Majesty's Reign, at *Westminster* afore said in the County afore said, was delivered to the said Sir *William Rous*, Knight, and Sir *Benjamin Rawlin*, Knight, then Sheriff of the said County of *Middlesex*, to be executed in due Form of Law; by Virtue of which said Precept, *Defendant arrested* to the said Sheriff of *Middlesex* rested.

in Form afore said, the said Sir *William Rous*, Knt. and Sir *Benjamin Rawlin*, Knt. then and yet Sheriff of the said County of *Middlesex*, afterwards, *to wit*, on the said twenty-ninth Day of *March* in the tenth Year of his present Majesty's Reign, at *Westminster* afore said in the County afore said, took and arrested the said O. B. and held and kept the said O. then and there in his Custody by Virtue of the said Precept and Arrest: And *Bail-Bond given*.

also, whereas afterwards, *to wit*, on the second Day of *April* in the tenth Year of his present Majesty's Reign, at *Westminster* afore said in the County afore said, the said O. B. being so taken, arrested, detained and kept by the said Sheriff of *Middlesex* as afore said, and then at *Westminster* afore said in the said County of *Middlesex*, remaining in Custody of the said Sheriff, by Virtue of the said Precept, the said R. 7. by his Writing Obligatory, sealed with his Seal, and to the Court of our said Lord *Proferet*. the King now here shewn, the Date of which

which said Writing Obligatory is the Day and Year last afore said, acknowledged himself to be held and firmly bound to the said Sir *William Rous*, Knight, and Sir *Benjamin Rawlin*, Knight, then Sheriff of the said County of *Middlesex* as afore said, by the Name of Sir *William Rous*, Knight, and Sir *Benjamin Rawlin*, Knight, Sheriff of the County of *Middlesex* afore said, in the Sum of forty Pounds, of lawful Money of *Great Britain*, to be paid to the said Sheriff or his certain Attorney, his Executors, Administrators or Assigns, when he should be thereunto required, with a Condition to the said Writing Obligatory underwritten, that if the said *O. B.* should appear before our Lord the King at *Westminster* on the said *Wednesday* next after fifteen Days from the Day of *Easter*, to answer the said *T. D.* in a Plea of Trespass, and also to a Bill as afore said for twenty Pounds upon Promise, that then the said Obligation should be void, or else to remain in full Force and Virtue; which said Writing Obligatory, with the Condition there underwritten was taken by the said Sheriff by Virtue of the said Precept, and by Force of the Statute in such Case lately made and provided: And whereas the said *O. B.* did not appear before our said Lord the King at *Westminster* on the said *Wednesday* next after fifteen Days from the Day of *Easter*, in the Condition afore said mentioned, according to the Form

**Condition.**

**Default made.**

Form and Effect of that Condition; by *Bond forfeited.*  
 which the said Writing Obligatory became  
 forfeited; and whereas afterwards, *to wit,* *Assignment of*  
 on the fourth Day of May in the Year *Bail-Bond.*  
 last mentioned, at *Westminster* afore said in  
 the said County of *Middlesex*, the said  
 Writing Obligatory being so forfeited, and  
 the Money therein mentioned, or any  
 Part thereof, not being paid, the said Sir  
*William Rous*, Knight, and Sir *Benjamin*  
*Rawlin*, Knight, Sheriff of the said Coun-  
 ty of *Middlesex*, by the Name of Sir *Wil-*  
*liam Rous*, Knight, and Sir *Benjamin Raw-*  
*lin*, Knight, Sheriff of the said County  
 of *Middlesex*, at the Request and Charges  
 of the said *T. D.* assigned to the said *T. D.*  
 the said Writing Obligatory so as afore said  
 made, for the Appearance of the said *O. B.*  
 by indorsing the said Assignment on the  
 said Writing Obligatory, and by then and  
 there attesting the said Assignment under  
 his Hand and Seal, in the Presence of  
 two credible Witnesses, *to wit,*  
 and according to the Form of  
 the Statute in such Case made and provi-  
 ded; which said Assignment (the Date of *Profer of As-*  
 which is the said fourth Day of May in *signment.*  
 the Year last afore said) is also to the said  
 Court of our said Lord the King now  
 here shewn; by Reason of which said *Actio accre-*  
 Premises, according to the Form of the *vit.*  
 Statute in that Case made and provi-  
 ded, an Action hath accrued to the said  
*T. D.* as Assignee of the said Sir *Wil-*  
*liam*



*liam Rous, Knight, and Sir Benjamin Rawlin, Knight, Sheriff of the said County of Middlesex as aforesaid, to demand and have of the said R. J. the said Sum of forty Pounds: Nevertheless, the said R. J. although often required, &c. hath not yet paid the said forty Pounds to the said T. D. but has hitherto refused, and still doth refuse to pay the same to the said T. D. to the Damage of the said T. of ten Pounds: And thereupon he brings Suit, &c.*

—— for the Plaintiff.

—— for the Defendant.

Pledges of Prosecuting { *John Doe,*  
and  
*Richard Roe.*

*Hilary Term in the  
of, &c.*

*Year*

Memorandum of the  
same Term  
with Declaration.

*Middlesex, to wit, Be it remembered, That on Friday next after the Octave of St. Hilary in this same Term, before our Lord the King at Westminster came A. B. Esq; and C. his Wife, by Harwood Auberry their Attorney, and brought into the Court of our said Lord the King then there, their Bill against D. E. Esq; otherwise called D. E. of, &c. Esq; being in the Custody of the Marshal of the Marshalsea of our said Lord the King, before the*

the King himself, of a Plea of Debt, and there are Pledges of prosecuting, *to wit*, John Doe and Richard Roe; which said Bill follows in these Words: *Middlesex*, to wit, *A. B. Esq;* and *C. his Wife*, complain of *D. E. Esq;* otherwise called *D. E. of, &c. Esq;* being in the Custody of the Marshal of the *Marshalsea* of our Lord the King, before the King himself, of a Plea, that he render to them five hundred Pounds, lawful Money of Great Britain, which he owes them and unjustly detains; for that the said *D. E.* on the fourteenth Day of *May* in the Year of our Lord one thousand seven hundred and thirty-four, at *Westminster* in the County of *Middlesex* aforesaid, by his certain Writing Obligatory, sealed with the Seal of him the said *D. E.* and to the Court of our said Lord the King now here shewn, the Date whereof is on the same Day and Year, acknowledged himself to be held and firmly bound unto the said *C.* whilst sole, by the Name of *C. L.* of the Parish of *Spinsters*, in the said five hundred Pounds, to be paid unto her the said *C.* when he should be thereunto required; yet the said *D. E.* (although by the said *C.* whilst sole, and after her Inter-marriage with the said *A. B.* by them the said *A. B.* and *C.* often required, &c.) the said five hundred Pounds unto the said *C.* whilst sole, or after her Inter-marriage with the said *A. B.* unto them the said *A. B.* and *C.*

Debt by Baron and Feme, on a Bond to Feme while sole.

Profert.

or

or either of them, hath not yet paid, but hath hitherto absolutely refused, and still doth refuse to pay the same; wherefore they the said *A. B.* and *C.* say that they are injured, and have Damage, to the Value of twenty Pounds: And thereupon they bring their Suit, &c.

*Oyer prayed.*

*Plea, that an Interlineation was made after executing; Et sic non est factum.*

And the said *D. E.* by *Thomas Manning* his Attorney, comes and defends the Force and Injury when, &c. and prays Oyer of the said Writing; and it is read to him in these Words; Know all Men, &c. and he also prays Oyer of the Condition of the said Writing; and it is likewise read to him in these Words, *to wit*, The Condition of this Obligation is such, &c. which being read and heard, he the said *D. E.* saith, That the said *A. B.* and *C.* his Wife, ought not to have their said Action against him, because he saith, That he the said *D. E.* on the said fourteenth Day of *May* in the said Year of our Lord one thousand seven hundred and fourteen, at *Westminster* aforesaid, did make, seal, and as his Act and Deed deliver unto the said *C.* when sole, the Writing herein before mentioned and set forth: But he the said *D. E.* saith, That the Condition thereof, at the Time of the Sealing and Delivery of the same by him the said *D. E.* was, and was thereunto subscribed in the Words and Figures following, *to wit*, The Condition of this Obligation is such, That if the above-bounded *D. E.* his Heirs, Executors or Administrators, do well and truly

pay, or cause to be paid, unto the above-named C. the Annuity of one and twenty Pounds of lawful Money of *Great Britain*, by quarterly Payments, on the four most usual Feasts or Quarter-Days in the Year, that is to say, *Michaelmas Day, Christmas Day, Lady Day, and Midsummer Day*, the first Payment thereof to be made on the nine and twentieth Day of *September* now next ensuing the Date of these Presents, or within fourteen Days after; then this Obligation to be void, or else to remain in full Force and Virtue: And the said D. E. further saith, That after the Sealing and Delivering of the said Writing by him the said D. E. with that same Condition as aforesaid thereunto subscribed, *to wit*, the said fourteenth Day of *May* in the said Year of our Lord one thousand seven hundred and thirty-four, at *Westminster* aforesaid, he the said D. E. at the Request of the said C. did interline in that same Condition between the Word (*Britain*) and the Word (by) these Words following, *to wit*, (yearly and every Year during the natural Life of the said C.) as these Words stand and appear in the said Condition, of which Oyer is above given; and so he the said D. E. saith, That the aforesaid Writing, with the above-mentioned Condition, of which Oyer is above given, is not the Deed of him the said D. E. And of this he puts himself upon the Country.

London,



B. R. Debt  
on a Lease for  
Years against  
the Executor  
of the Lessee,  
for Rent due  
in Testator's  
Time, and also  
in the Execu-  
tor's Time.

Lease.

Profert.

Reciting.

London, to wit, *Thomas Goddard*, Merchant, complains of *Robert Fowle*, Goldsmith, Executor of the Testament and last Will of *Sir Thomas Fowle*, Knight, deceased, being in the Custody of the Marshal of the *Marshalsea* of our Lord *William* and *Lady Mary*, now King and Queen of *England*, &c. before the said King and Queen, of a Plea, that he render to him one hundred twenty and three Pounds and fifteen Shillings, which he unjustly detains from him; for that, to wit, that **whereas** by a certain Indenture made on the thirteenth Day of *March* in the Year of our Lord one thousand six hundred and eighty-eight, at *London* aforesaid, to wit, in the Parish of *St. Mary Le Bow* in the Ward of *Cheap*, between the said *Thomas Goddard*, by the Name of *Thomas Goddard* of *London*, Merchant, of the one Part, and the said *Sir Thomas Fowle*, by the Name of *Sir Thomas Fowle* of *London*, Knight, of the other Part; **one Part** of which, sealed with the Seal of the said *Sir Thomas Fowle* in his Life-time, and delivered as his Deed, the said *Thomas Goddard* brings here into Court, the Date whereof is on the same Day and Year, reciting, That whereas by a certain Indenture, bearing Date on the tenth Day of *January* in the Year of our Lord one thousand six hundred and seventy-one, and in the twenty-third Year of the Reign of his late Majesty *Charles* the Second,

late

late King of *England*, &c. made or mentioned to be made between the said *Thomas Goddard* and *Elizabeth* his Wife, *Francis Sholtrofs* of *Diggeswell* in the County of *Hertford*, Esq; and *Henry Sholtrofs*, Citizen and Merchant-Taylor of *London*, of the one Part, and the said Sir *Thomas Fowle*, by the Name of *Thomas Fowle* of *London*, Goldsmith, of the other Part. It was agreed that the said *Thomas Goddard* and *Elizabeth* his Wife, *Francis Sholtrofs* and *Henry Sholtrofs*, before the End of the Term of *St. Hilary* then next ensuing the Date of the said Indenture, should levy and acknowledge before the Justices of the Common Bench of the said late King at *Westminster*, to the said *Thomas Fowle* and his Heirs one Fine *Sur Conuissance de droit come ceo*, &c. with Proclamations, of all that Mesuage or Tenement situate in *Fleet-street* between the *Inner-Temple Gate* and the *Middle-Temple Gate*, in the Parish of *St. Dunstan in the West* in the City of *London*, then in the Occupation of *Richard Clarke*, or his Assigns or Under-tenants; and of all that Mesuage or Tenement situate in *Fleet-street* aforesaid, in the City of *London*, next adjoining to the aforesaid Mesuage, and then or late in the Tenure or Occupation of *John Grove*, or his Assignee or Assigns, together with all and singular their Appurtenances thereunto belonging, or in any Manner appertaining; and of all other the Mesuages and Tenements of the said

*Fine to be levied.*

*Uses of the  
Fine.*

*Power to  
make Leases.*

*Thomas* and *Elizabeth* *Goddard*, or of either of them, situate and being in the Parish of *St. Dunstan* in the City of *London*, by such Name or Names, Additions or Descriptions, to ascertain the same as shall be thought fit: And by the said Indenture it was declared, that the said Fine, so or in any other Manner to be had or levied, should be and enure to the Use of the said *Thomas* *Goddard* for his Life, and after his Decease to the Use of the said *Elizabeth*, Wife of the said *Thomas* *Goddard* for her Life; and after the Death of the said *Thomas* *Goddard* and *Elizabeth* his Wife, then to the several other Uses in the said Indenture mentioned and declared, under and with the Proviso following, *to wit*, provided always and it was agreed by and between the said Parties to the said Indenture, and by them declared and agreed to be their Intention and Meaning, that it should be lawful to and for the said *Thomas* *Goddard*, at any Time or Times during his natural Life, and also for the said *Elizabeth* after the Decease of the said *Thomas* *Goddard*, to make or grant any Lease or Leases of the Premises, or of any Part thereof, by Indenture for any Term or Terms of Years, either in Possession or Reversion, so that there should be reserved and made payable for such of the said Mesuages, as should be so leased during the whole of such Terms respectively, as shall be so granted or made, so much yearly Rent respectively,

respectively, as such respective Mesuage or Tenement which shall be so demised had been let for the major Part of ten Years then last past, and so that the Term of Years in any new Lease of the Premisses, and the Term of Years then to come of all or any of the Term or Terms of Years of the same, before such new Lease in Being, should not exceed in the Whole twenty one Years, as by the said recited Indenture and Fine which was accordingly levied of the said Mesuages and Premisses, Relation being thereunto had, would more at large appear: And whereas the said *Thomas Fowle* then had a Lease of the said first mentioned Mesuage at the yearly Rent of forty Pounds, which said Lease would be expired on the second Day of *May* which would be in the Year of our Lord one thousand six hundred and ninety-one; *It was witnessed, that* *Q. Ill in Debt,*  
the said *Thomas Goddard*, for and in Consideration of a Surrender of the said recited Indenture, and in Prosecution and by Virtue of the said recited Proviso, and of the Power and Authority thereby reserved to the said *Thomas Goddard*, and in Consideration of the Sum of five hundred Pounds of lawful Money of *England* to the said *Thomas Goddard* in Hand paid at or before the Sealing of the said Indenture by the said *Sir Thomas Fowle*, for and in the Name of a Fine or Income, the Receipt whereof he the said *Thomas Goddard* by the said Indenture acknowledged,



*Lease.*

and thereof acquitted and discharged the said Sir *Thomas Fowle*, his Executors, Administrators and Assigns, by the said Indenture; one hundred and fifty Pounds, Part of which said five hundred Pounds had been laid out by the said *Thomas Goddard* in building and improving the said first Mesuage then in the Tenure or Occupation of the said Sir *Thomas Fowle*, and for the Advance and Increase of the Rent thereof; and in Consideration of the Rents, Covenants, Provisoes and Agreements in the said Indenture afterwards reserved and mentioned on the Part and Behalf of the said Sir *Thomas Fowle*, his Executors, Administrators and Assigns, to be paid, done and performed, the said *Thomas Goddard* had demised, granted, and to Farm let, and by the said Indenture did demise, grant, and to Farm let to the said Sir *Thomas Fowle*, his Executors, Administrators and Assigns, All that Mesuage or Tenement, with the Shops, Cellars, Sollars, Yards, Chambers, Rooms and Garrets thereunto belonging, then in the Tenure or Occupation of the said Sir *Thomas Fowle*, or his Under-tenants or Assigns, situate and being in *Fleet-street* aforesaid between the *Inner-Temple Gate* and the *Middle-Temple Gate*, in the Parish of *St. Dunstan in the West* in the City of *London* aforesaid, and all Lights, Easements and Profits, Water-courses, Commodities and Appurtenances whatsoever, to the said demised Mesuage and Premises then

then belonging (except and always reserved, *Exception.*  
 &c.) And by the said Indenture it was declared and agreed, that all Drains, Gutters, Pipes, Currents, Water-courses and Passages of and for Water, and Privileges of Eves Droppings, and all Casements, Lights, Windows, and other Privileges and Accommodations upon, in or by and through the said Mesuage by the said Indenture demised, or any Part thereof, which then were made, used, accustomed or appertaining to the said Mesuage or Tenement belonging to the said *Thomas Goddard*, late in the Occupation of the said *John Grove*, and then in the Occupation of *William Osborne*, joining in the said demised Premisses, should remain, continue, be held and enjoyed therewith during the Term by the Indenture under granted, in such Sort as the same were then used, held and enjoyed; **To have and to hold** the said demised Mesuage or Tenement, and Premisses, with the Appurtenances, and every Part and Parcel thereof (except as is before excepted) to the said *Sir Thomas Fowle*, his Executors, Administrators and Assigns, from the second Day of *November* then last past before the Date of the said Indenture, for and during, and unto the full End and Term of twenty Years, and one half of a Year thence next ensuing, fully to be complete and ended; **Yielding and paying there-** *Redden-*  
 fore to the said *Thomas Goddard*, and his *dum.*  
 Assigns, yearly and every Year, and from

Time to Time during the said Term of twenty Years, and one half of a Year, by the said Indenture granted, if the said *Thomas Goddard* should live so long, and after his Decease then to such Person or Persons, to whom the next Use or Estate of and in the said demised Mesuage or Tenement and Premises appertained, according to the Limitation of the respective Uses and Estates in and by the said recited Indenture limited, the yearly Rent or Sum of fifty and five Pounds of lawful Money of *England*, at four several Days of Payment in every Year, *to wit*, on the second Day of *February*, the second Day of *May*, the second Day of *August*, and the second Day of *November*, by equal and even Portions, as by the said Indenture brought here into Court, Relation being thereunto had, amongst other Things more fully appears: By Virtue of which said Lease the said Sir *Thomas Fowle* in his Life-time entered into the said Mesuage with the Appurtenances, and was thereof possessed, and held and enjoyed the said Mesuage with the Appurtenances, from the said second Day of *November* in the said Year of our Lord one thousand six hundred and eighty-eight, until the second Day of *November* in the Year of our Lord one thousand six hundred and ninety; and afterwards, the said Sir *Thomas Fowle*, Knight, on the eleventh Day of *November* in the Year last aforesaid died, *to wit*, at *London* aforesaid

*Lease En-  
ters.*

*Dies.*

saïd in the Parish and Ward aforesaid;  
**And** one hundred and ten Pounds of the  
aforesaid Rent (Parcel of the saïd one  
hundred twenty and three Pounds and  
fifteen Shillings) for two Years, ended on  
the saïd second Day in the saïd Year of  
our Lord one thousand six hundred and  
ninety-two, were then in Arrear and no  
Ways satisfied, and still remain unpaid to  
the saïd *Thomas Goddard*; whereby an  
Action accrued to the saïd *Thomas God-*  
*dard* to demand and have of the saïd Sir  
*Thomas Fowle* in his Life-time, and of the  
saïd *Robert Fowle* after the Death of the  
saïd Sir *Thomas Fowle*, the saïd one hun-  
dred and ten Pounds, Parcel of the saïd  
one hundred and twenty and three Pounds  
and fifteen Shillings; **And** also thirteen  
Pounds and fifteen Shillings (Residue of  
the saïd one hundred twenty and three  
Pounds and fifteen Shillings) of the Rent  
aforesaid, after the Death of the saïd Sir  
*Thomas Fowle*, for one Quarter of a Year,  
ended on the second Day of *February* in  
the Year of our Lord one thousand six  
hundred and ninety-two aforesaid, were  
in Arrear and no Ways satisfied to the  
saïd *Thomas Goddard*, and still remain un-  
paid; whereby an Action hath accrued to  
the saïd *Thomas Goddard* to demand and  
have of the saïd *Robert Fowle* the saïd  
thirteen Pounds and fifteen Shillings (Re-  
sidue of the saïd one hundred twenty and  
three Pounds and fifteen Shillings): **Pet**  
the saïd Sir *Thomas Fowle* in his Life-time,

*Rent due in  
Testator's  
Life-time.*

*Rent due af-  
ter his Death.*

*Bench*



and the said *Robert* after the Death of the said *Sir Thomas Fowle*, although often required, &c. have not paid, nor has either of them paid, the said one hundred and ten Pounds, Parcel of the said one hundred twenty and three Pounds and fifteen Shillings, or any Part thereof, to the said *Thomas Goddard*, nor has the said *Robert* paid the said thirteen Pounds and fifteen Shillings, or any Part thereof, to the said *Thomas Goddard*; but the said *Robert* has refused and still does refuse to pay the said one hundred twenty and three Pounds and fifteen Shillings to the said *Thomas Goddard*, and unjustly detains the same, to the Damage of the said *Thomas Goddard* of sixty Pounds: And thereupon he brings Suit, &c.

*Hilary Term in the Ninth Year of  
King George the Second.*

Debt on a  
Promissory  
Note.

*Middlesex*, to wit, *Thomas Tickle* complains of *Ephraim Derby*, in the Custody of the Marshal, &c. in a Plea, that he render to the said *Thomas* ten Pounds, which he owes to him and unjustly detains, &c. for that **whereas** the said *Ephraim*, after the first Day of *May* in the Year of our Lord one thousand seven hundred and five, to wit, on the twenty-second Day of *May* in the Year of our Lord one thousand seven hundred and thirty-four, at *Westminster* in the said County,

County, made his certain Note in Writing subscribed with his own Hand, commonly called a Promissory Note, bearing Date the same Day and Year, by which Note the said *Ephraim* promised to pay to the said *Thomas*, or his Order, five Pounds, six Months after the Date thereof, for Value received by the said *Ephraim*; and the said *Ephraim* did not pay to the said *Thomas* the said five Pounds mentioned in the said Note, at the End of the said six Months therein mentioned; and the said *Thomas* did not make any Order of and concerning the Payment of the said five Pounds; by Reason of which an Action has accrued to the said *Thomas*, to demand and have of the said *Ephraim* the said five Pounds, Parcel of the said ten Pounds: **And whereas** the said *Ephraim* afterwards, *to wit*, on the first Day of *March* in the Year last mentioned, at *Westminster* aforesaid, borrowed of the said *Thomas* five Pounds, Residue of the said ten Pounds, to be paid to the said *Thomas* when he should be requested to pay the same: **Nevertheless**, the said *Ephraim* (although often requested) hath not paid to the said *Thomas* the said ten Pounds, or any Part thereof, but hath hitherto denied, and still doth deny to pay the same to the said *Thomas*, to the Damage of the said *Thomas* of ten Pounds: And thereupon he brings Suit, &c.

*Debt for Money borrowed.*

Pledges, &c.

*As*

As yet of Michaelmas Term; Witness  
Philip Lord Hardwicke.

Warrant of  
Attorney for  
Plaintiff Ad-  
ministratrix,  
against Defen-  
dants Baron  
and Feme Ex-  
ecutrix.

Middlesex, *S* Arab Bulkley, Widow, Ad-  
ministratrix of all and sin-  
gular the Goods and Chattels, Rights and  
Credits, which were the Goods and Char-  
tels, Rights and Credits of *Edmund Percival*  
deceased, at the Time of his Death,  
who died intestate, puts in her Place *Robert Richardson* her Attorney, against  
*John Warburton* and *Mary* his Wife, Ex-  
ecutrix of the last Will and Testament of  
*William Bury* deceased, of a Plea of Tres-  
pass on the Case.

Warrant of  
Attorney for  
Defendants.

Middlesex, to wit, *John Warburton* and  
*Mary* his Wife, Executrix of the last Will  
and Testament of *William Bury*, deceased,  
put in their Place *Walter Jobber* their At-  
torney, at the Suit of *Sarah Bulkley*, Wi-  
dow, Administratrix of all and singular  
the Goods and Chattels, Rights and Cre-  
dits, which were the Goods and Chattels,  
Rights and Credits of *Edmund Percival*,  
deceased, at the Time of his Death, who  
died intestate in the Plea aforesaid.

Memoran-  
dum of a pre-  
ceding Term.

Middlesex, to wit, *Be it remembered*,  
That heretofore, that is to say, of *Easter*  
Term last past, before our Lord the King  
at *Westminster* came *Sarah Bulkley*, Wi-  
dow, Administratrix of all and singular  
the Goods and Chattels, Rights and Cre-  
dits, which were the Goods and Chattels,  
Rights and Credits of *Edmund Percival*  
deceased,

deceased, at the Time of his Death, who died intestate, by *Robert Richardson* her Attorney, and brought here into the Court of our said Lord the King then there, her certain Bill against *John Warburton* and *Mary* his Wife, Executrix of the last Will and Testament of *William Bury*, deceased, being in the Custody of the Marshal of the *Marshalsea* of our said Lord the King, before the King himself, of a Plea of Trespass on the Case; and there are Pledges of prosecuting, to wit, *John Doe* and *Richard Roe*; which said Bill follows in these Words; to wit, Middlesex, to wit, *Sarah Bulkley*, Widow, Administratrix of all and singular the Goods and Chattels, Rights and Credits, which were the Goods and Chattels, Rights and Credits of *Edmund Percival* deceased, at the Time of his Death, who died intestate, complains of *John Warburton* and *Mary* his Wife, Executrix of the last Will and Testament of *William Bury* deceased, being in the Custody of the Marshal of the *Marshalsea* of our Lord the King, before the King himself, for that **whereas** the said *William* in his Life-

time, and in the Life-time of the said *Edmund*, to wit, on the first Day of April in the Year of our Lord one thousand seven hundred and thirty-one, at *Westminster* in the said County of *Middlesex*, was indebted to the said *Edmund* in thirty Pounds of lawful Money of Great Britain, for Meat, Drink, Washing, Lodging, Apparel,

Indeb. Ass.  
for Meat,  
Drink, &c.  
found and pro-  
vided by Inte-  
state for di-  
vers Persons  
at Request of  
Testator.



Quantum  
Meruit  
thereon.

Apparel, Nursing, and other Necessaries, found and provided by the said *Edmund* for divers Persons, at the special Instance and Request of the said *William*; and being so indebted, the said *William* in Consideration thereof, afterwards in the Life-time of the said *William*, and in the Life-time of the said *Edmund*, to wit, on the same Day and Year at *Westminster* aforesaid in the County aforesaid, assumed upon himself, and then and there faithfully promised the said *Edmund*, that he the said *William* would pay to the said *Edmund* the said Sum of Money when he should be thereunto afterwards requested: **And whereas** the said *William* afterwards in his Life-time, and in the Life-time of the said *Edmund*, to wit, on the same Day and Year at *Westminster* aforesaid in the County of *Middlesex* aforesaid, in Consideration that the said *Edmund*, at the like special Instance and Request of the said *William*, had before that Time found and provided for divers other Persons, other Meat, Drink, Washing, Lodging, Apparel, Nursing and other Necessaries, assumed upon himself, and then and there faithfully promised the said *Edmund*, that he the said *William* would pay to the said *Edmund* so much Money as he therefore reasonably deserved to have, when he the said *William* should be thereunto afterwards requested; and the said *Sarah* in Fact saith, That the said *Edmund* did therefore reasonably deserve to have of the

the said *William* thirty Pounds of like lawful Money of *Great Britain*, to wit, at *Westminster* aforesaid in the County aforesaid, of which the said *William* afterwards in his Life-time, and in the Life-time of the said *Edmund*, to wit, on the same Day and Year at *Westminster* aforesaid in the County aforesaid, had Notice: **And where** as the said *William* afterwards in his Life-time, and in the Life-time of the said *Edmund*, to wit, on the Day and Year at *Westminster* aforesaid in the County of *Middlesex* aforesaid, was indebted to the said *Edmund* in another Sum of thirty Pounds of like lawful Money of *Great Britain* for Work and Labour, at the like special Instance and Request of the said *William*, before that Time done and performed by the said *Edmund* in and about divers Businesses of the said *William*, and for divers Sums of Money in and about the same Businesses, at the like special Instance and Request of the said *William*, paid and expended by the said *Edmund*; and being so indebted, the said *William* in Consideration thereof, afterwards in the Life-time of the said *William*, and in the Life-time of the said *Edmund*, to wit, on the same Day and Year at *Westminster* aforesaid in the County aforesaid, assumed upon himself, and then and there faithfully promised the said *Edmund*, That he the said *William* would pay to the said *Edmund* the said Sum of Money when he should be afterwards thereunto requested:

**And**

Indeb. Aff.  
for Work done  
and Money  
expended  
thereon by In-  
testate, at  
Request of  
Testator.

Quantum  
Meruit  
thereon,

And whereas the said *William* afterwards in his Life-time, and in the Life-time of the said *Edmund*, to wit, on the same Day and Year at *Westminster* aforesaid in the County aforesaid, in Consideration that the said *Edmund*, at the like special Instance and Request of the said *William*, had before that Time done and performed other Work and Labour in and about divers other Businesses of the said *William*, and had expended and paid divers other Sums of Money in and about the same last mentioned Businesses, assumed upon himself, and then and there faithfully promised the said *Edmund*, that he the said *William* would pay to the said *Edmund* so much Money as the said *Edmund* reasonably deserved to have for his said last mentioned Work and Labour, and so much Money as the said *Edmund* had expended and paid in and about those last mentioned Businesses, when the said *William* should be thereunto afterwards requested; And the said *Sarah* in Fact says, That the said *Edmund* did reasonably deserve to have of the said *William*, for the said Work and Labour last mentioned, other thirty Pounds of like lawful Money of *Great Britain*, and that the said *Edmund* had expended and paid about the same Businesses other thirty Pounds of like lawful Money of *Great Britain*, to wit, at *Westminster* aforesaid in the County aforesaid, of which the said *William* afterwards in his Life-time, and in the Life-time of the said *Ed-*

*Edmund, to wit,* on the same Day and Year  
 at *Westminster* aforesaid in the County a-  
 fforesaid, had Notice: **Nevertheless** the *Breach.*  
 said *William* in his Life-time, and the said  
*Mary* whilst she was a Widow after his  
 Death, and the said *John* and *Mary* his  
 Wife after their Intermarriage, not re-  
 garding the said several Promises and As-  
 sumptions of the said *William* made in  
 Form aforesaid, but contriving and frau-  
 dulently intending craftily and subtilly to  
 deceive and defraud the said *Edmund* in  
 his Life-time, and the said *Sarah* after his  
 Death (to which said *Sarah*, after the *Administra-*  
 Death of the said *Edmund, to wit,* on the *tion commi-*  
 twenty-seventh Day of *March* in the Year *ted to Plain-*  
 of our Lord one thousand seven hundred *tiff.*  
 and thirty-four, at *Westminster* aforesaid,  
 Administration of all and singular the  
 Goods and Chattels, Rights and Credits,  
 which were the Goods and Chattels,  
 Rights and Credits of the said *Edmund* at  
 the Time of his Death, was committed  
 by *Edmund* by Divine Permission Bishop  
 of *London*) in this Respect, have not, nor  
 hath any of them paid the said several  
 Sums of Money, or any Part thereof, to  
 the said *Edmund* in his Life-time, or to  
 the said *Sarah* after his Death; (although  
 the said *William* in his Life-time, and the  
 said *Mary* whilst she was a Widow after  
 his Death, and the said *John* and *Mary*  
 after their Marriage, were respectively re-  
 quested by the said *Edmund* in his Life-  
 time, and by the said *Sarah* after his  
 Death,



Death, to pay the same, *to wit*, at *Westminster* aforesaid in the County aforesaid) but they have wholly refused to pay the same, and the said *John* and *Mary* still refuse to pay the same to the said *Sarah*, to the Damage of the said *Sarah* of forty Pounds: And thereupon she brings Suit, &c. And the said *Sarah* brings here into Court the Letters of Administration of the said Bishop, which testify the Commission of the said Administration to the said *Sarah* in Form aforesaid, the Date whereof is the Day and Year above-mentioned, in that Respect.

Profert in  
Cur. of Let-  
ters of Admi-  
nistration.

*Impar lance.*

And now at this Day, that is to say, *Saturday* next after three Weeks from the Day of *St. Michael* in this same Term, to which Day the said *John* and *Mary* had Leave to imparle to the said Bill, and then to answer, &c. before our Lord the King at *Westminster*, the said *Sarah Bulkley* comes by her Attorney aforesaid; and the said *John* and *Mary*, altho' at the same Day solemnly demanded, come not, nor does the said Attorney of the said *John* and *Mary* say any Thing in Bar or Preclusion of the said Action of the said *Sarah Bulkley*; whereby the said *Sarah Bulkley* remains thereof undefended against the said *John* and *Mary*, and so forth; for which the said *Sarah Bulkley* ought to recover her Damages sustained by Occasion of the Premises: But because it is unknown to the Court of our said Lord the King now here,

Nil Dicit.

*Interlocutory  
Judgment.*

*Inquiry a-  
warded.*

here, what Damages the said *Sarah Bulkley* has by the Occasion aforesaid in this Behalf sustained, the Sheriff is therefore commanded, that by the Oaths of twelve good and lawful Men of his Bailiwick he diligently inquire what Damages the said *Sarah Bulkley* has sustained, as well by Means of the Premisses aforesaid, as for her Costs and Charges by her about her Suit in this Behalf expended; and that he send the Inquisition which he shall thereupon take, to our Lord the King at *Westminster* on *Friday* next after fifteen Days from the Day of *St. Hilary*, under his Seal and the Seals of them by whose Oaths he shall take that Inquisition, together with the Writ of our said Lord the King to him thereupon directed. The same Day is given to the said *Sarah Bulkley* at the same Place: At which Day before our Lord the King at *Westminster* the said *Sarah Bulkley* came by her Attorney aforesaid, and the Sheriff, to wit, *Sir William Rous*, Knight, and *Sir Benjamin Rawlin*, Knight, Sheriff of the County of *Middlesex* aforesaid, returned a certain Inquisition taken at the Court-House *Westminster* in the County aforesaid, on the twenty-eighth Day of *January* in the tenth Year of the Reign of our Sovereign Lord *George* the Second, now King of *Great Britain*, &c. before the said Sheriff, by Virtue of the said Writ to him thereupon directed, on the Oaths of twelve good and lawful Men of his Bailiwick; whereby it is

Return there-  
of.

Vol. II. L found,

*Judgment*  
*signed 7th Fe-*  
*bruary 1736.*

found, that the said *Sarah* hath sustained Damages by Reason of the Premises aforesaid, besides her Costs and Charges by her about her Suit in this Behalf expended, to twenty-four Pounds fourteen Shillings, and for those Costs and Charges to twenty Shillings. It is therefore considered, That the said *Sarah Bulkley* recover against the said *John* and *Mary* her said Damages found in Form aforesaid by the said Inquisition; as also nine Pounds sixteen Shillings for her Costs and Charges aforesaid, by the Court of our Lord the King now here adjudged of Increase to the said *Sarah Bulkley* by her Assent, which said Damages in the whole amount to thirty-five Pounds ten Shillings, to be levied of the Goods and Chattels which were of the said *William Bury* at the Time of his Decease, in the Hands of the said *John* and *Mary* to be administered, if they have so much in their Hands; and if they have not so much in their Hands, then the said twenty Shillings and nine Pounds sixteen Shillings to be levied of the proper Goods and Chattels of the said *John* and *Mary*.

Trinity

*Trinity Term in the Tenth and Eleventh Years of the Reign of King George the Second.*

Middlesex, **P**<sup>†</sup>*PHILIP Hartwell complains Against Baron to wit, of Henry George Rounds and Feme on and Elizabeth his Wife (lately called Elizabeth Hancock, Widow) in Custody of a Promissory Note of the the Marshal, and so forth, for that where- Wife while Sole.*  
as the said *Elizabeth* whilst she was Sole, after the first Day of *May* which was in the Year of our Lord one thousand seven hundred and five, *to wit*, on the eleventh Day of *August* in the Year of our Lord one thousand seven hundred and thirty-five, at *Westminster* in the County of *Middlesex* aforesaid, made a certain Note in Writing, commonly called a Promissory Note, subscribed with the proper Hand and Name of the said *Elizabeth*, bearing Date the same Day and Year last above-mentioned; which said Note the said *Elizabeth* then and there delivered to the said *Philip*; and by the same Note she the said *Elizabeth* (by her then Name of *Elizabeth Hancock*) promised to pay to the said *Philip*, or his Order, three Months after the Date of the said Note, one hundred and twenty-seven Pounds, for Value received by her the said *Elizabeth*: By Reason whereof, and also by Force of the Statute in such Case lately made and provided, the said *Elizabeth* became liable to

L 2

pay



*Money lent to  
the Wife  
while Sole.*

pay to the said *Philip* the aforesaid one hundred and twenty-seven Pounds in the same Note mentioned, according to the Tenor of that Note; and being so liable the said *Elizabeth* afterwards, whilst she was Sole, *to wit*, on the Day and Year last above-mentioned, at *Westminster* aforesaid in the County aforesaid, in Consideration thereof assumed upon herself, and then and there faithfully promised the said *Philip*, that she the said *Elizabeth* would pay to the said *Philip* the said Sum of Money, according to the Force, Form and Effect of the said Note: And whereas the said *Elizabeth* whilst she was Sole, *to wit*, on the first Day of *September* in the Year of our Lord one thousand seven hundred and thirty-five abovesaid, at *Westminster* aforesaid in the County of *Middlesex* aforesaid, was indebted to the said *Philip* in the Sum of one hundred and sixty Pounds of lawful Money of *Great Britain*, for so much Money of the said *Philip* by him the said *Philip* to the said *Elizabeth*, whilst she was Sole, and at her special Instance and Request before that Time lent and advanced; and being therefore so indebted the said *Elizabeth* whilst she was Sole, in Consideration thereof, afterwards, *to wit*, the same Day and Year last abovesaid, at *Westminster* aforesaid in the County aforesaid, assumed upon herself, and then and there faithfully promised the said *Philip*, that she the said *Elizabeth* would pay to him the said *Philip* the

the aforesaid Sum of one hundred and sixty Pounds, when she the said *Elizabeth* should be thereunto afterwards requested: And whereas the said *Elizabeth* whilst she was Sole, *to wit*, on the said first Day of September in the Year of our Lord one thousand seven hundred and thirty-five above said, at *Westminster* aforesaid in the County of *Middlesex* aforesaid, was indebted to the said *Philip* in another Sum of one hundred and sixty Pounds of like lawful Money of *Great Britain*, for so much Money of the said *Philip* by the said *Elizabeth* whilst she was Sole, for the Use of the said *Philip* before that Time had and received; and being therefore so indebted the said *Elizabeth* whilst she was Sole, in Consideration thereof, afterwards, *to wit*, the same Day and Year last above said, at *Westminster* aforesaid in the County aforesaid, assumed upon herself, and then and there faithfully promised the said *Philip*, that she the said *Elizabeth* would pay to him the said *Philip* the aforesaid Sum of one hundred and sixty Pounds last mentioned, when she the said *Elizabeth* should be thereunto afterwards requested: And whereas the said *Elizabeth* whilst she was Sole, *to wit*, on the said first Day of September in the Year of our Lord one thousand seven hundred and thirty-five above said, at *Westminster* aforesaid in the County of *Middlesex* aforesaid, in Consideration that the said *Philip* (he the said *Philip* then and for several Years before

*Money had and received by the Wife while Sole.*

*Quantum Meruit for Medicines for the Wife while Sole.*

L 3

being

being an Apothecary, and the Art of an Apothecary there still using and exercising) at the like Instance and Request of the said *Elizabeth* whilst she was Sole, before that Time had found and provided for the said *Elizabeth* diverse Medicines, Plaisters, Ointments, and other Physical Necessaries, and also at the like special Instance and Request of the said *Elizabeth* whilst she was Sole, before that Time had prepared for and applied and administered to the said *Elizabeth* whilst she was Sole diverse other good and wholesome Medicines, Pills, Bolusses, Electuaries, Cordials, Potions, Draughts, and other Necessaries to the Art aforesaid belonging, in and about the Cure of the said *Elizabeth*, whilst she was Sole, of divers Weaknesses, Pains and Infirmities, which the said *Elizabeth* did labour under, and also at the like special Instance and Request of the said *Elizabeth* whilst she was Sole, had done and performed Apothecary's Work and Labour, for the said *Elizabeth*, assumed upon herself, and then and there faithfully promised the said *Philip*, that she the said *Elizabeth* would pay to him the said *Philip* so much Money as he the said *Philip* did therefore reasonably deserve to have, when she the said *Elizabeth* should be thereunto afterwards requested: And the said *Philip* in Fact says, that he the said *Philip* therefore reasonably deserved to have of the said *Elizabeth*, while she was Sole, the Sum of one hundred and

sixty

sixty Pounds of like lawful Money of Great Britain, to wit, at *Westminster* aforesaid in the County aforesaid; whereof the said *Elizabeth* whilst she was Sole, to wit, the same Day and Year at *Westminster* aforesaid, had Notice: And whereas the said *Elizabeth* whilst she was Sole, to wit, on the said first Day of *September* in the Year of our Lord one thousand seven hundred and thirty-five aforesaid, at *Westminster* aforesaid in the County of *Middlesex* aforesaid, was indebted to the said *Philip* in another Sum of one hundred and sixty Pounds of like lawful Money of Great Britain, as well for divers other Medicines, Plaisters, Ointments, and other Physical Neccessaries by him the said *Philip* for the said *Elizabeth* whilst she was Sole, at her like special Instance and Request before that Time found and provided in and about the Cure of divers other Weakness, Pains and Infirmities, which the said *Elizabeth* whilst she was Sole did labour under, as for other Apothecaries Work and Labour of him the said *Philip*, for the said *Elizabeth* whilst she was Sole, at her like special Instance and Request before that Time done and performed: And being therefore so indebted the said *Elizabeth* whilst she was Sole, in Consideration thereof, afterwards, to wit, the same Day and Year last aforesaid, at *Westminster* aforesaid in the County aforesaid, assumed upon herself, and then and there faithfully promised the

Indeb. Aff.  
for Medicines  
for the Wife  
while Sole.



Quantum  
Meruit for  
Goods sold and  
delivered to  
the Wife  
while Sole.

said *Philip*, that she the said *Elizabeth* would pay to him the said *Philip* the aforesaid Sum of one hundred and sixty Pounds last mentioned, when she the said *Elizabeth* should be thereunto afterwards requested: And whereas the said *Elizabeth* whilst she was Sole, *to wit*, on the said first Day of *September* in the Year of our Lord one thousand seven hundred and thirty-five abovesaid, at *Westminster* aforesaid in the County of *Middlesex* aforesaid, in Consideration that the said *Philip*, at the like special Instance and Request of the said *Elizabeth*, before that Time had sold and delivered to the said *Elizabeth* whilst she was Sole, divers Goods, Wares, and Merchandizes, assumed upon herself, and then and there faithfully promised the said *Philip*, that she the said *Elizabeth* would pay to him the said *Philip* so much Money as the aforesaid Goods, Wares and Merchandizes (at the Time of the Sale, and Delivery thereof) were reasonably worth, when she the said *Elizabeth* should be thereunto afterwards requested; and the said *Philip* in Fact says, that the aforesaid Goods, Wares and Merchandizes (at the Time of the Sale and Delivery thereof) were reasonably worth another Sum of one hundred and sixty Pounds of like lawful Money of *Great Britain*, *to wit*, at *Westminster* aforesaid in the County aforesaid; whereof the said *Elizabeth* whilst she was Sole, *to wit*, the same Day and Year at *Westminster* aforesaid

afore said had Notice: And whereas the  
 said *Elizabeth* whilst she was Sole, to wit,  
 on the said first Day of *September* in the  
 Year of our Lord one thousand seven  
 hundred and thirty-five above said, at *West-*  
*minster* afore said in the County of *Mid-*  
*dlesex* afore said, was indebted to the said  
*Philip* in another Sum of one hundred and  
 sixty Pounds of like lawful Money of *Great*  
*Britain*, for divers other Goods, Wares  
 and Merchandizes of the said *Philip*, by  
 the said *Philip* to the said *Elizabeth* whilst  
 she was Sole, at her like special Instance  
 and Request before that Time sold and  
 delivered: And being therefore so indebt-  
 ed the said *Elizabeth* whilst she was Sole,  
 in Consideration thereof, afterwards, to  
 wit, the same Day and Year last above-  
 said, at *Westminster* afore said in the Coun-  
 ty afore said, assumed upon herself, and  
 then and there faithfully promised the  
 said *Philip*, that she the said *Elizabeth*  
 would pay to him the said *Philip* the a-  
 fore said Sum of one hundred and sixty  
 Pounds last mentioned, when she the said  
*Elizabeth* should be thereunto requested:  
 And whereas the said *Elizabeth* whilst she  
 was Sole, to wit, on the first Day of *Sep-*  
*tember* in the Year of our Lord one thou-  
 sand seven hundred and thirty-five above-  
 said, at *Westminster* afore said in the Coun-  
 ty of *Middlesex* afore said, was indebted  
 to the said *Philip* in another Sum of one  
 hundred and sixty Pounds of like lawful  
 Money of *Great Britain*, for so much  
 Money

Indeb. Ass.  
 for Goods sold  
 and delivered  
 to Wife  
 while Sole.

Indeb. Ass.  
 for Money  
 laid out for  
 the Wife  
 while Sole.

Money of the said *Philip*, by the said *Philip* for the said *Elizabeth* whilst she was Sole, and to her Use, at the like special Instance and Request of the said *Elizabeth*, before that Time paid, laid out and expended: And being therefore so indebted the said *Elizabeth* whilst she was Sole, in Consideration thereof, afterwards, to wit, the same Day and Year above said, at *Westminster* aforesaid in the County aforesaid, assumed upon herself, and then and there faithfully promised the said *Philip*, that she the said *Elizabeth* would pay to him the said *Philip* the aforesaid Sum of one hundred and sixty Pounds last mentioned, when she the said *Elizabeth* should be thereunto afterwards requested: ~~But~~ the said *Elizabeth* whilst she was Sole, and the said *Henry George* and *Elizabeth* since their Intermarriage, not regarding the said several Promises and Assumptions of the said *Elizabeth* made in Form aforesaid, but contriving and fraudulently intending to deceive and defraud the said *Philip* in this Behalf, the aforesaid several Sums of Money, or any Part thereof, have not, nor hath either of them paid to the said *Philip* (although the said *Elizabeth* whilst she was Sole, to wit, the same Day and Year last above said, and the said *Henry George* and *Elizabeth* since their Intermarriage, to wit, on the twentieth Day of *October* in the Year of our Lord one thousand seven hundred and thirty-six, and often since, at *Westminster* aforesaid

*Breach.*

foreſaid in the County aforeſaid, by the ſaid *Philip* have been thereunto reſpective-ly requeſted) but to pay thoſe Sums to the ſaid *Philip*, the ſaid *Elizabeth* whiſt he was Sole, and the ſaid *Henry George* and *Elizabeth* ſince their Intermarriage, have altogether reſuſed, and ſtill do reſuſe, to the Damage of the ſaid *Philip* of two hundred Pounds: And thereupon he brings his Suit, &c.

— for the Plaintiff.  
Defendant in Cuſtody.

Pledges to proſecute } *John Doe,*  
and  
} *Richard Roe.*

*Of the Term of Saint Michael in the Ninth Year of the Reign of King George the Second.*

Middleſex, to wit, R. R. complains of *Indorſee of a Promiſſory Note againſt the Drawer.*  
*Onſlow Burriſh*, Gentleman, being in the Cuſtody of the Maſhal of the *Marſhalſea* of the Lord the King, before the King himſelf, for that whereas the ſaid *Onſlow*, after the firſt Day of *May* in the Year of our Lord one thouſand ſeven hundred and five, to wit, on the twenty-fifth Day 25 Sept.  
of *September* in the Year of our Lord one 1727. Note made.  
thouſand ſeven hundred and twenty-ſeven,  
at *Weſtmiſter* in the ſaid County, made a certain Note in Writing, ſubſcribed with his own Hand, commonly called a Promiſſory



*Payable in  
four Months.*

*Indorsed.*

*Indorsed a-  
gain.*

*1 May 1732.  
Notice to De-  
fendant,*

Promissory Note, bearing Date the same Day and Year last mentioned, by which Note the said *Onslow* promised to pay to *Mrs. Henrietta Smith*, or her Order, four Months after the Date of the said Note, the Sum of ten Pounds for Value received by the said *Onslow*; and the said Sum of Money being unpaid, the said *Henrietta Smith* afterwards, *to wit*, on the twenty-eighth Day of *September* in the Year last aforesaid, at *Westminster* aforesaid in the said County, indorsed the said Note, her own Hand being thereunto subscribed, and by the said Indorsement appointed the Contents of the said Note to be paid to *Samuel Anderson*, or his Order, for Value received; and the said Sum of Money being unpaid, the said *Samuel* afterwards, *to wit*, on the thirtieth Day of *September* in the Year last aforesaid, at *Westminster* aforesaid in the said County, indorsed the said Note, his own Hand being thereunto subscribed, and by the said Indorsement appointed the Contents of the said Note to be paid to the said *Robert*, or his Order, for Value received by the said *Samuel*; of which Premises the said *Onslow* afterwards, and after the End of the said four Months, *to wit*, on the first Day of *May* in the Year of our Lord one thousand seven hundred and thirty-two, at *Westminster* aforesaid in the said County, had Notice; And by Reason of the Premises, and by Force of the Statute in that Case lately made and provided,

vided, the said *Onslow* became liable to pay to the said *Robert* the said Sum of Money contained in the said Note; and being so liable he the said *Onslow* afterwards, *to wit*, on the Day and Year last above-mentioned, at *Westminster* aforesaid in the said County, assumed upon himself, and then and there faithfully promised the said *Robert*, that he the said *Onslow* would pay to the said *Robert* the said Sum of Money when he should be requested to pay the same: And whereas the said *Onslow* afterwards, *to wit*, on the said twenty-fifth Day of *September* in the Year of our Lord one thousand seven hundred and twenty-seven aforesaid, at *Westminster* in the said County, made a certain other Note in Writing, subscribed with his own Hand, commonly called a Promissory Note, bearing Date the same Day and Year last aforesaid, by which Note the said *Onslow* promised to pay to the said Mrs. *Henrietta Smith*, or her Order, four Months after the Date of the said Note, the Sum of ten Pounds for Value received by the said *Onslow*; and the said Sum of Money last mentioned being unpaid, the said *Henrietta Smith* afterwards, *to wit*, on the twenty-eighth Day of *September* in the Year last aforesaid, at *Westminster* aforesaid in the said County, indorsed the said Note, her own Hand being thereunto subscribed, and by the said Indorsement appointed the Contents of the said last mentioned Note to be

*And Assump-  
sit.*

25 Sept.  
1727- *Another  
Note.*

*Indorsed.*

Indorsed a-  
gain.

10 May  
1733. De-  
fendant pays  
Part, and Ac-  
count for  
the rest.

be paid to *Samuel Anderson*, or his Order, for Value received ; and the said Sum of Money being unpaid, the said *Samuel* afterwards, *to wit*, on the thirtieth Day of *September* in the Year last aforesaid, at *Westminster* aforesaid in the said County, indorsed the said Note, his own Hand being thereunto subscribed, and by the said Indorsement appointed the Contents of the said Note to be paid to the said *Robert*, or his Order, for Value received by the said *Samuel*; of which Premises the said *Onslow* afterwards, *to wit*, on the same Day and Year last aforesaid, at *Westminster* aforesaid, had Notice ; and by Reason of the Premises, and by Force of the Statute in that Case lately made and provided, the said *Onslow* became liable to pay to the said *Robert* the said Sum of Money contained in the said last mentioned Note, according to the Form and Effect of the said Note ; and the said Sum of Money last mentioned being unpaid, the said *Onslow*, in Consideration of the Premises, afterwards, *to wit*, on the tenth Day of *May* in the Year of our Lord one thousand seven hundred and thirty-three, at *Westminster* aforesaid in the said County, paid to the said *Robert* Part, *to wit*, the Sum of five Pounds of the said ten Pounds last mentioned, and assumed upon himself, and then and there faithfully promised the said *Robert*, that he the said *Onslow* would pay to the said *Robert* the Residue of the said Sum of Money





Lord one thousand seven hundred and thirty-four, at *London* aforesaid, to wit, in the Parish of *St. Mary Le Bow* in the Ward of *Cheap*, was indebted to the said *Mark* in fifty Pounds of lawful Money of *Great Britain*, for the Freight of divers Goods and Merchandizes, before that Time carried by the said *Mark* in his Vessel for the said *Joseph*, at the special Instance and Request of the said *Joseph*, and for other Labour, Work and Service before that Time done and performed by the said *Mark* for the said *Joseph*, at the like special Instance and Request of the said *Joseph*; and being so indebted he the said *Joseph*, in Consideration thereof, afterwards, to wit, on the same Day and Year, at *London* aforesaid in the Parish and Ward aforesaid, did assume upon himself, and then and there faithfully promise the said *Mark*, that he the said *Joseph* would pay to the said *Mark* the said Sum of Money when the said *Joseph* should be requested to pay the same: And whereas the said *Joseph* afterwards, to wit, on the same Day and Year at *London* aforesaid in the Parish and Ward aforesaid, in Consideration that the said *Mark*, at the like special Instance and Request of the said *Joseph*, had before that Time carried divers other Goods, Wares and Merchandizes on board another Vessel of the said *Mark*, for the said *Joseph*, and also had before that Time, at the like special Instance and Request of the said *Joseph*

Quantum  
Meruit for  
the Freight of  
Goods and  
Merchandi-  
zes.

done and performed other Labour, Work and Service for the said *Joseph*, did assume upon himself, and then and there faithfully promise the said *Mark*, that he the said *Joseph* would pay to the said *Mark* so much Money as he therefore reasonably deserved to have when the said *Joseph* should be requested to pay the same; and the said *Mark* in Fact says, That he did therefore reasonably deserve to have of the said *Joseph* other fifty Pounds of like lawful Money of Great Britain, to wit, at *London* aforesaid in the Parish and Ward aforesaid, of which the said *Joseph* had then and there Notice: **Nevertheless** the said *Joseph* in no wise *Breaks*. regarding his said several Promises and Assumptions made in Form aforesaid, but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said *Mark* in this Respect, has not paid to the said *Mark* the said several Sums, or any Part thereof, (although the said *Joseph* afterwards, to wit, on the twenty-eighth Day of *May* in the Year of our Lord one thousand seven hundred and thirty-five, at *London* aforesaid in the Parish and Ward aforesaid, was requested by the said *Mark* to pay him the same) but has hitherto refused, and still doth refuse to pay the same to the said *Mark*, to the Damage of the said *Mark* of sixty Pounds: And thereupon he brings Suit, Pledges, &c.

Easter Term in the Eighth Year of the  
Reign of King George the Second.

Ventris.

By an Attor-  
ney Indeb. Ass.  
for Business  
done, Money  
laid out, and  
for Fees.

*Middlesex*, JOHN Duncombe Gentleman,  
to wit, J one of the Attornies of the  
Court of the Lord the King, before the  
King himself being, according to the Li-  
berty and Privilege of such Attornies of the  
same Court, from the Time whereof the Me-  
mory of Man is not to the contrary, used  
and approved of in the same, present here  
in Court in his proper Person, complains of  
*Samuel Anderson* and *Henry Child* in the  
Custody of the Marshal of the *Marshalsea* of  
the Lord the King, before the King him-  
self being, ~~for that~~ whereas the said *Samuel*  
and *Henry*, on the first Day of *January* in  
the Year of our Lord one Thousand se-  
ven Hundred and Thirty-four, at *West-*  
*minster* in the County of *Middlesex*, were  
indebted to the said *John* in fifty Pounds  
of lawful Money of *Great Britain*, for  
Work and Labour as an Attorney and So-  
licitor, before then done and performed  
by the said *John*, upon the Retainer and  
at the special Instance and Request of the  
said *Samuel* and *Henry*, in and about the  
prosecuting, defending and soliciting of  
divers Causes, Suits and Businesses, and for  
Money laid out, expended and paid by the  
said *John* at the like Instance and Request  
of the said *Samuel* and *Henry*, in and about

Upon Retainer.

the prosecuting, defending and soliciting of those Causes, Suits and Businesses, and for the Money due to the said *John* for his Fees due and of Right payable to him in that Respect; and being so indebted they the said *Samuel* and *Henry*, in Consideration thereof afterwards, *to wit*, on the same Day and Year at *Westminster* aforesaid, assumed upon themselves, and then and there faithfully promised the said *John*, that they the said *Samuel* and *Henry* would pay to the said *John* the said Sum of Money when requested to pay the same : **And** whereas the said *Samuel* and *Henry* afterwards, *to wit*, on the same Day and Year at *Westminster* aforesaid, in Consideration that the said *John*, upon their Retainer, and at their like Instance and Request, had done and performed other Work and Labour as an Attorney and Solicitor in and about the prosecuting, defending and soliciting divers other Causes, Suits and Businesses, and laid out, expended and paid other Money in and about the prosecuting, defending and soliciting of those Causes, Suits and Businesses, assumed upon themselves, and then and there faithfully promised the said *John*, that they the said *Samuel* and *Henry* would pay to the said *John* so much Money as he reasonably deserved to have for his last mentioned Work and Labour, and so much Money as he had so laid out, expended and paid in and about the said prosecuting, defending and soliciting the said last mentioned

*Quantum meruit for Business done as an Attorney on Retainer, Money laid out, and for Fees.*



Causes, Suits and Busineses ; and so much Money as was due to the said *John* for his Fees due and of Right payable to him in that Respect, when the said *Samuel* and *Henry* should be thereunto requested : And the said *John* avers, that he reasonably deserved to have of the said *Samuel* and *Henry*, for his last mentioned Work and Labour, other fifty Pounds of like lawful Money ; and that he had so laid out, expended and paid in and about the said prosecuting, defending and soliciting the said last mentioned Causes, Suits and Busineses, thirty Pounds of like lawful Money ; and that twenty Pounds of like lawful Money were due to the said *John* for his Fees due and of Right payable to him in that Respect, *to wit*, at *Westminster* aforesaid, whereof the said *Samuel* and *Henry* then and there had Notice : **And whereas** also the aforesaid *Samuel* and *Henry* afterwards, *to wit*, on the same Day and Year at *Westminster* aforesaid, were indebted to the said *John* in eighteen Pounds of like lawful Money for the like Sum of Money by the same *John*, at the special Instance and Request of the said *Samuel* and *Henry* before that Time expended, laid out, disbursed and paid ; and being so indebted the said *Samuel* and *Henry* afterwards, *to wit*, the same Day and Year at *Westminster* aforesaid, in Consideration thereof assumed upon themselves, and to the same *John* then and there faithfully promised, that they the said *Samuel* and *Henry* the same  
 eighteen

Indeb. Aff.  
 for Money laid  
 out and ex-  
 pended.

eighteen Pounds to the same *John*, when they should be thereto afterwards requested, would well and truly pay and content: *Yet* the said *Samuel* and *Henry* in no Breach. wise regarding their said several Promises and Assumptions made in Form aforesaid, but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said *John* in this Respect, have not, nor either of them hath paid to the said *John* the said several Sums of Money, or any Part thereof, (although the said *Samuel* and *Henry* afterwards, *to wit*, on the fifth Day of *January* in the same Year at *Westminster* aforesaid, were requested by the said *John* to pay him the same) but have hitherto refused, and still do refuse to pay the same to the said *John*, to the Damage of the said *John* of sixty Pounds: And thereupon he brings Suit, &c.

*Duncombe* in Person.

\_\_\_\_\_ for the Defendants.

Pledges to prosecute { *John Doe,*  
and  
*Richard Roe.*

By an Attor-  
ney for the  
Moiety of  
Rent, &c. of  
Chambers in  
an Inn of  
Chancery  
hired by Plain-  
tiff at Defen-  
dant's Re-  
quest, and of  
which Defen-  
dant had joint  
Use with  
Plaintiff.

*Middlesex*, to wit, *Robert Richardson*, Gentleman, one of the Attornies of the Court of our Sovereign Lord the King, before the King himself, according to the Liberty and Privilege for such Attornies and other Ministers of the same Court, from the Time whereof the Memory of Man is not to the contrary, used and approved of in the same, present here in Court in his proper Person, complains of *Thomas Tudor*, being in the Custody of the Marshal of the *Marshalsea* of our said Lord the King, before the King himself, for that whereas the said *Thomas* on the

Day of \_\_\_\_\_ in the Year of our Lord one Thousand seven Hundred and \_\_\_\_\_ at *Westminster* in the said County of *Middlesex*, in Consideration that the said *Robert*, at the special Instance and Request of the said *Thomas*, would hire a Chamber ready furnished in any Inn of Court or of *Chancery*, and find and provide a Person to clean and take Care of the same, and also would find and provide Fuel and Candles, and other Things necessary and convenient in and about the Occupation of the said Chamber, and would permit and give Leave to the said *Thomas*, to occupy and make use of the said Chamber, Fuel, Candles and other Necessaries and Conveniences, jointly with the said *Robert*, so long as both the said Parties should please, assumed upon himself, and then and there faith-

faithfully promised the said *Robert*, that he the said *Thomas* would repay to the said *Robert* a Moiety of the Expences which he should be but to in and about the Premises; and the said *Robert* in fact says, That he the said *Robert* giving Credit to the said Promise and Assumption of the said *Thomas*, made in Form aforesaid, afterwards, *to wit*, on the                      Day of

in the same Year, at the Instance of the said *Thomas*, hired a Chamber ready furnished, in a certain Inn of *Chancery*, called Inn in the said County of *Middlesex*, for the Term of three Years, to commence from the                      Day of

of which the said *Thomas* afterwards, *to wit*, on the same Day and Year at *Westminster* aforesaid had Notice; and the said *Robert* then and there gave License to the said *Thomas* to occupy and make Use of the said Chamber, and all the said Fuel, Candles, and other Necessaries and Conveniences to be found and provided therein by the said *Robert* as aforesaid, jointly with the said *Robert*, for and during that Term; and although the said *Robert* continued in the Occupation of that Chamber for all the said Term, and during all that Time found and provided a Person to clean and take Care of the said Chamber, and also Fuel, Candles, and all other Things necessary and convenient in and about the Occupation of the said Chamber, and the said *Thomas*, for and during all those three Years freely and



without Hindrance or Denial of the said *Robert*, might have made Use of the said Chamber, Fuel, Candles, and other Necessaries and Conveniences aforesaid, jointly with the said *Robert*, and did accordingly make Use of the same for Part of that Time; and although the said *Robert* did expend and pay for the Hire of the said Chamber, cleaning and taking Care of the same as aforesaid, Fuel, Candles and other Necessaries and Conveniences used therein for those three Years, several Sums of Money, in the whole amounting to

of lawful Money of Great Britain, of which the said *Thomas* afterwards, to wit, on the

Day of in the Year of our Lord one Thousand seven Hundred and

at Westminster aforesaid, had Notice; and the said *Thomas* was then and there requested by the said *Robert* to repay to the said *Robert*, a Moiety or half Part of the said Sum of

so expended and paid by the said *Robert* as aforesaid, according to the Form and Effect of the said Promise and Assumption of the said *Thomas*: **Nevertheless** the said *Thomas* in no wise regarding his said Promise and Assumption made in Form aforesaid, but contriving and fraudulently intending craftily and subtilly to deceive the said *Robert*, in this Particular, has not yet repaid to the said *Robert* a Moiety or half Part of the said

so expended and paid by the said *Robert* as aforesaid

*Break.*

foresaid, or any Part thereof, but has hitherto wholly refused, and still refuses to pay him the same, or any Part thereof :

**And whereas** the said *Thomas* afterwards, Indeb. Assumpsit for Lodging, &c. *to wit*, the Day and Year last mentioned at *Westminster* aforesaid, was indebted to the said *Robert* in other

of lawful Money of *Great Britain*, for other Lodging, Fuel and Candles, before that Time found and provided by the said *Robert* for the said *Thomas*, at the special Instance and Request of the said *Thomas* ; and the said *Thomas* being so indebted, in Consideration thereof, afterwards, *to wit*, on the same Day and Year at *Westminster* aforesaid, assumed upon himself, and then and there faithfully promised the said *Robert* that he the said *Thomas* would pay to the said *Robert* the last mentioned Sum of Money when the said *Thomas* should be requested to pay the same : **And whereas** the said

Quantum meruit thereon.

*Thomas* afterwards, *to wit*, at the same Day and Year at *Westminster* aforesaid, in Consideration that the said *Robert*, at the like Instance and Request of the said *Thomas*, had before that Time found and provided for the said *Thomas* other Chambers, Lodging, Fuel and Candles, assumed upon himself, and then and there faithfully promised the said *Robert*, that he the said *Thomas* would pay to the said *Robert* so much Money as he therefore reasonably deserved to have, when the said *Thomas* should be requested to pay the same ; and the said *Robert* in Fact says, that he reasonably deserved to have for the same of the said

*Thomas*

Indeb. As-  
sumpsit for  
Money laid  
out for Defen-  
dant's Use.

Breach.

*Thomas*, other of like lawful Money, to wit, at *Westminster* afore-  
said, of which the said *Thomas* had then and there Notice : **And whereas** the  
said *Thomas* afterwards, to wit, on the same  
Day and Year, at *Westminster* afore-  
said was indebted to the said *Robert* in other

of like lawful Money,  
for Money before that Time laid out, ex-  
pended and paid by the said *Robert*, for  
the Use of the said *Thomas*, and at his  
special Instance and Request ; and the said  
*Thomas* being so indebted, in Considera-  
tion thereof, afterwards, to wit, on the  
same Day and Year at *Westminster* afore-  
said, assumed upon himself, and then and  
there faithfully promised the said *Robert*,  
that he the said *Thomas* would pay to the  
said *Robert* the last mentioned Sum of Mo-  
ney, when the said *Thomas* should be re-  
quested to pay the same : **Nevertheless**  
the said *Thomas* in no wise regarding his  
three last mentioned Promises and Assump-  
tions made in Form afore-  
said, but contri-  
ving and fraudulently intending subtilly to  
deceive and defraud the said *Robert* also in  
this Respect, has not yet paid to the said  
*Robert* the said several Sums of Money  
mentioned in those Promises and Assump-  
tions, or any Part thereof (although the  
said *Thomas* afterwards, that is to say, on  
the Day of in the  
same Year, at *Westminster* afore-  
said, was re-  
quested by the said *Robert* to pay him the  
same) but has hitherto wholly refused, and

refuses to pay those several Sums to the  
Robert, to the Damage of the said  
bert of  
And there-  
on he brings Suit, &c.

ledges to prosecute { *John Doe,*  
and  
*Richard Roe,*

*after Term in the thirteenth Year of  
King George the Second.*

*London,* **A.** C. and J. C. complain of *Declaration*  
wit, **A.** C. K. in the Custody of *on promissory*  
the Marshal, &c. **For that whereas** *Note by joint*  
the said Charles, on the twelfth Day *Indorsees a-*  
November, in the Year of our Lord *gainst the*  
Thousand seven Hundred and Thirty- *Drawer.*  
seven, at London aforesaid, to wit,  
the Parish of St. Mary le Bow in  
the Ward of Cheap, made his Note in  
writing, commonly called a Promissory  
note, subscribed with his own proper  
hand, bearing Date the same Day and  
Year, and then and there delivered the  
said Note to one Archibald Douglas; and  
the said Note the said Charles pro-  
mised to pay to the said Archibald, or his  
order, twelve Months after the Date of  
the said Note, three Hundred and forty-  
seven Pounds, for Value received by him *Indorsement.*  
the said Charles; which said Archibald af-  
wards, and before the Time limited  
the Payment of the said three Hun-  
dred and forty-seven Pounds by the said  
Note



Note, *to wit*, on the Day and Year above said, at *London* aforesaid, in the Parish and Ward aforesaid, by his Indorsement subscribed with his own proper Hand upon the same Note, appointed the Contents of the said Note, *to wit*, the said three Hundred and forty-seven Pounds, to be paid to the said *Alexander* and *James* for Value received; of which Premises the said *Alexander* and *James* afterwards, *to wit*, on the Day and Year above said, at *London* aforesaid, in the Parish and Ward aforesaid, gave Notice to the said *Charles* by Reason whereof, and by Force of the Statute in such Case made and provided the said *Charles* became liable to pay to the said *Alexander* and *James* the said three Hundred and forty-seven Pounds, according to the Tenor of the said Note: And the said *Charles* being so liable afterwards *to wit*, on the Day and Year above said at *London* aforesaid, in the Parish and Ward aforesaid, in Consideration thereof undertook, and then and there faithfully promised the said *Alexander* and *James* to pay them the said three Hundred and forty-seven Pounds, according to the Tenor of the said Note: **And whereas** the said *Charles* afterwards, *to wit*, on the first Day of *January* in the Year of our Lord one Thousand seven Hundred and thirty Eight, at *London* aforesaid, in the Parish and Ward aforesaid, was indebted to the said *Alexander* and *James* in other the sum of three Hundred and forty-seven Pounds of la

Indeb. As-  
sump. for  
Money received  
to the Plain-  
tiff's Use.

Money of Great Britain, for Monies  
 him the said *Charles* before that Time  
 and received to the Use of them the  
 said *Alexander* and *James*; and the said  
*Charles* being so indebted in that Behalf,  
 afterwards, *to wit*, on the Day and Year  
 last aforesaid, at *London* aforesaid in the  
 Parish and Ward aforesaid, in Considera-  
 tion thereof undertook, and then and  
 there faithfully promised the said *Alexan-*  
*der* and *James* to pay them the said three  
 hundred and forty-seven Pounds last men-  
 tioned: **Nevertheless** the said *Charles*  
 not regarding his several Promises and Un-  
 dertakings aforesaid, but contriving and  
 audulently intending craftily and subtil-  
 ty to deceive and defraud the said *Alexan-*  
*der* and *James* in these Respects (although  
 he hath been often requested) hath not  
 paid the said several Sums of Money, or  
 any Part thereof, to the said *Alexander*  
 and *James*, but hath wholly refused and  
 will doth refuse to pay the same to them,  
 to the said *Alexander* and *James* their  
 Damage of three hundred and seventy  
 Pounds: And thereupon they bring Suit,

*Breach.*

R. C. Attorney for the Plaintiffs.

C. B. Attorney for the Defendant.

Pledges for Prosecuting, } *John Doe,*  
*to wit,* } and  
 } *Richard Roe.*

Hilary

Hilary Term the Eleventh Year  
King George the Second.

C. B. Declaration in Case upon a special Promise to sell Wines delivered to him by the Plaintiff, or to return the same, or be accountable.

Cooke,  
Suffex, **J. R.** late of  
to wit, said County, Yeoman, w  
attached to answer H. B. the Young  
in a Plea of Trespass, on the Case, &  
and whereupon the said Henry by  
his Attorney complains, **Th**  
**whereas** the said Jonathan on the first Da  
of October in the Year of our Lord on  
thousand seven hundred and thirty-thre  
at Chichester in the said County, in Co  
sideration that the said Henry, at the sp  
cial Instance and Request of the said Jo  
nathan, would deliver to the said Jon  
than a Hoghead of Wine of the said Hen  
ry, to be carried by the said Jonathan  
from Chichester aforesaid to Horsham in t  
said County for Hire and Reward, to  
therefore paid by the said Henry to t  
said Jonathan, assumed upon himself, a  
then and there faithfully promised t  
said Henry, that he the said Jonathan  
would sell and dispose of the said Ho  
head of Wine at Horsham aforesaid  
the Benefit and Profit of the said Hen  
or would bring the same back to the  
Henry at Chichester aforesaid gratis, or  
would be accountable for it to the  
Henry: **And whereas** the said Jonathan  
afterwards, to wit, on the Day and Y  
aforesaid at Chichester aforesaid, in Co  
derau

deration that the said *Henry*, at the like special Instance and Request of the said *Jonathan*, would deliver to the said *Jonathan* another Hogshead of Wine of the said *Henry*, to be carried by the said *Jonathan* from *Chichester* aforesaid to *Horsham* aforesaid for Hire and Reward, to be therefore paid by the said *Henry* to the said *Jonathan*, assumed upon himself, and then and there faithfully promised the said *Henry*, that he the said *Jonathan* would sell and dispose of the said Hogshead of Wine for the Benefit and Profit of the said *Henry*, or would bring back the same to the said *Henry* at *Chichester* aforesaid gratis, or else would be accountable for it to the said *Henry*; and although the said *Henry* giving Credit to the said Promises and Assumptions so made by the said *Jonathan* in Form aforesaid, afterwards, to wit, the same Day and Year at *Chichester* aforesaid, delivered to the said *Jonathan* the said two Hogsheads of Wine of the said *Henry* for the Purpose aforesaid; and although the said *Jonathan* afterwards, to wit, the same Day and Year, carried the said two Hogsheads of Wine so delivered to him as aforesaid from *Chichester* aforesaid to *Horsham* aforesaid: Nevertheless the said *Jonathan*, not regarding his said several Promises and Assumptions made in Form aforesaid, but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said *Henry* in this Respect, did not sell or dispose of the

*Breach.*



*Special Promise to sell Wine and render Account thereof.*

the said two Hogsheads of Wine, or either of them, for the Benefit and Profit of the said *Henry* at *Horsbam* aforesaid, or elsewhere, neither did the said *Jonathan* bring back the said two Hogsheads of Wine, or either of them, to the said *Henry* at *Chichester* aforesaid, or elsewhere, neither has the said *Jonathan* in any Manner accounted with the said *Henry* for the same, or any Part thereof, (although he the said *Jonathan*, afterwards, to wit, on the first Day of *November* in the said Year of our Lord one thousand seven hundred and thirty-three, at *Chichester* aforesaid, was requested by the said *Henry* to perform his said several Promises and Assumptions) but the said *Jonathan* has hitherto wholly refused, and still doth refuse either to sell and dispose of the said Hogsheads of Wine, or either of them, for the Profit and Benefit of the said *Henry*, or to bring back the same to the said *Henry*, or in any Manner to account with the said *Henry* for the same: **And whereas** the said *Jonathan* afterwards, to wit, on the said first Day of *October* in the said Year of our Lord one thousand seven hundred and thirty-three, at *Chichester* aforesaid, in Consideration that the said *Henry*, at the special Instance and Request of the said *Jonathan*, would deliver to the said *Jonathan* another Hoghead of Wine of the said *Henry*, to be carried by him from thence to *Horsbam* aforesaid for Hire and Reward, and there to be sold and merchandized

chandized by him the said *Jonathan* for the Benefit and Profit of the said *Henry*, to be accounted for by the said *Jonathan* when he should be thereunto afterwards requested, assumed upon himself, and then and there faithfully promised the said *Henry*, that he the said *Jonathan* would sell the said last mentioned Hogshead of Wine at *Horsham* aforesaid for the Benefit and Profit of the said *Henry*, and would render an Account thereof to the said *Henry* when he should be thereunto afterwards requested : **And** whereas the said *Jonathan* afterwards, *to wit*, the same Day and Year at *Chichester* aforesaid, in Consideration that the said *Henry*, at the special Instance and Request of the said *Jonathan*, would deliver to the said *Jonathan* another Hogshead of Wine of the said *Henry*, to be carried by him the said *Jonathan* from thence to *Horsham* aforesaid for Hire and Reward, and to be sold and merchandized by him the said *Jonathan* for the Benefit and Profit of the said *Henry*, to be accounted for by the said *Jonathan* when he should be thereunto afterwards requested, assumed upon himself, and then and there faithfully promised the said *Henry*, that he the said *Jonathan* would sell the said last mentioned Hogshead of Wine for the Benefit and Profit of the said *Henry*, and would render an account thereof to the said *Henry*, when he should be thereunto afterwards requested ; and although the said *Henry*, giving Cre-

*Breach.*

dit to the two last mentioned Promises and Assumptions of the said *Jonathan* so made in Form aforesaid, afterwards, to wit, on the said first Day of *October* in the Year aforesaid at *Chichester* aforesaid, delivered to the said *Jonathan* the said two last mentioned Hogsheads of Wine for the Purpose aforesaid: **Nevertheless** the said *Jonathan* not regarding his said two last mentioned Promises and Assumptions made in Form aforesaid, but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said *Henry* in this Respect, did not sell and merchandize the said two last mentioned Hogsheads of Wine, or either of them, for the Benefit and Profit of the said *Henry*, and account with the said *Henry* for the same, or any Part thereof, (although the said *Jonathan* afterwards, to wit, the said first Day of *November* in the Year of our Lord one thousand seven hundred and thirty-three aforesaid, at *Chichester* aforesaid, was requested by the said *Henry* so to do) but has hitherto wholly refused, and still refuses to sell and merchandize the same for the Benefit and Profit of the said *Henry*, and to account with the said *Henry* for the same to the Damage of the said *Henry* of twenty Pounds: And thereupon he brings Suit, &c.

*Plea, Non Assumpsit.*

**And** the said *Jonathan* by his Attorney cometh and defendeth the Force and Injury when, &c. and saith

he did not assume upon himself in Manner and Form as the said *Henry* hath above complained against him; and of this he puts himself upon the Country; And *Issue.* the said *Henry* likewise: Therefore the Venire a- Sheriff is commanded that he cause to *warded.* come here twelve, &c. by whom, &c. and who are neither, &c. to acknowledge, &c. because as well, &c.

*Michaelmas Term in the Seventh Year of King George the Second.*

London, to wit, *Edmund Heath, Esq;* B. R. Declaration Sur complaineth of *Katherine Morice, Executrix* of the last Will and Testament of *Humphry Morice* her late Husband, deceased, for this, to wit, that whereas the said *Humphry* in his Life-time, to wit, the twenty-ninth Day of *March* in the Year of our Lord one thousand seven hundred and thirty-one, at *London* aforesaid in the Parish of *St. Michael Cornhill* in the Ward of *Cornhill*, was indebted to the said *Edmund* in six hundred and fifty Pounds of lawful Money, for the like Sum of Money by the said *Humphry* in his Life-time for the said *Edmund*, and to the Use of the said *Edmund* before that Time had and received; and being thereupon so indebted he the said *Humphry* in his Life-time, in Consideration thereof afterwards, to wit, the same Day and Year at *London* aforesaid in the Parish and Ward aforesaid, took upon himself, and to the said



*The like for  
Money laid  
out.*

*In simul  
Computass.  
Plaintiff and  
Testator.*

*Edmund* then and there faithfully promised, that he the said *Humphry*, the aforesaid six hundred and fifty Pounds to the said *Edmund*, when he should be thereunto required, would well and truly pay and satisfy : **And whereas** afterwards, *to wit*, the same Day and Year at *London* aforesaid in the Parish and Ward aforesaid, he the said *Humphry* in his Life-time was indebted to the said *Edmund* in other six hundred and fifty Pounds of like lawful Money, for so much Money by the said *Edmund* for the said *Humphry* in his Life-time, and at his special Instance and Request before that Time paid, laid out, and expended ; and being thereupon so indebted he the said *Humphry* in his Life-time, in Consideration thereof afterwards, *to wit*, the same Day and Year at *London* aforesaid in the Parish and Ward aforesaid, took upon himself, and to the said *Edmund* then and there faithfully promised to pay to the said *Edmund* the said six hundred and fifty Pounds last mentioned, when he should be thereunto afterwards required : **And whereas** also afterwards, *to wit*, the same Day and Year at *London* aforesaid in the Parish and Ward aforesaid, the said *Humphry* in his Life-time and the said *Edmund* accounted together between themselves of and concerning divers other Sums of Money by the said *Humphry* in his Life-time to the said *Edmund* before that Time owing, and then being in Arrear and unpaid, and

on that Account he the said *Humphry* then and there was found in Arrear towards the said *Edmund* in two hundred thirty and eight Pounds three Shillings and eleven Pence of like lawful Money; and being thereupon so found in Arrear he the said *Humphry* in his Life-time, in Consideration thereof afterwards, *to wit*, the same Day and Year at *London* aforesaid in the Parish and Ward aforesaid, took upon himself, and to the said *Edmund* then and there faithfully promised to pay to the said *Edmund* the said two hundred thirty and eight Pounds three Shillings and eleven Pence, when he should be afterwards thereunto required: *Neverthe- Brea.b.*  
less the said *Humphry* in his Life-time, and the said *Katherine* since the Death of the said *Humphry*, not regarding the Promises and Undertakings of the said *Humphry* in his Life-time made as aforesaid, but contriving and fraudulently intending the said *Edmund* in this Behalf craftily and subtilly to deceive and defraud, the aforesaid several Sums of Money, or any Part thereof, to the said *Edmund* have not paid, nor hath either of them paid, nor hitherto in any wise satisfied him for the same, although to do the same the said *Humphry* in his Life-time afterwards, *to wit*, the same Day and Year, and the said *Katherine* since the Death of the said *Humphry*, *to wit*, the first Day of *October* in the seventh Year of the Reign of his present Majesty King *George* the Second, at *Lon-*

*The Attorney's Practice*

don afore said in the Parish and Ward a-  
fore said, by the said *Edmund* was request-  
ed) but the same to the said *Edmund* they  
the said *Humphry* in his Life-time, and  
the said *Katherine* since the Death of the  
said *Humphry*, have utterly refused to pay,  
and the said *Katherine* doth still refuse to  
pay: Wherefore the said *Edmund* saith  
that he is hurt and damaged to the Value  
of seven hundred Pounds; and therefore  
brings his Suit, and prays the Aid and  
Assistance of this Honorable Court.

*Thomas Harrison* for the Plaintiff.

\_\_\_\_\_ for the Defendant.

Pledges to prosecute

} *John Doe,*  
and  
} *Richard Roe.*

*Michaelmas Term in the Fifteenth  
Year of the Reign of King George  
the Second.*

Memorandum of a  
precedent  
Term.

London, to wit, Be it remembered,  
that heretofore, that is to say, in the  
Term of the Holy Trinity last past, *Wil-  
liam Sherwood* came before our Lord the  
King at *Westminster* by *John Fell* his At-  
torney, and brought into the Court of  
our said Lord the King then there his  
Bill against *Thomas Morkand* and *Mary* his  
Wife, Executrix of the last Will and Tes-  
tament of *Thomas Rewse* deceased, being  
in the Custody of the Marshal of the *Mar-  
shalsea* of our sovereign Lord the King  
before

before the King himself, in a Plea of  
Trespafs on the Cafe; and there are  
Pledges for the Prosecution, *to wit*, *John*  
*Doe* and *Richard Roe*; which said Bill fol-  
lows in these Words, that is to say, **Lon-** *Declaration*  
**don**, *to wit*, *William Sherwood* complains *against Baron*  
of *Thomas Morland* and *Mary* his Wife, *and Feme,*  
Executrix of the last Will and Testament *Executrix, on*  
of *Thomas Rewse* deceased, being in the *a Special*  
Custody of the Marshal of the *Marshallsea* *Promise by*  
of our Sovereign Lord the King, before *Testator.*  
the King himself, for that **whereas** by *Recital of Ar-*  
certain Articles of Agreement made and *ticles of Ap-*  
agreed upon the sixteenth Day of *prenticeship.* *May* in  
the Year of our Lord one thousand seven  
hundred and thirty-nine, at *London*, that  
is to say, at the Parish of *St. Mary Le*  
*Bow* in the Ward of *Cheap*, between the  
said *William Sherwood* of the one Part,  
and one *Richard Springwell* of *London*,  
Mariner, of the other Part, the said *Wil-*  
*liam Sherwood* for himself, his Executors  
and Administrators, did covenant, pro-  
mise and agree to and with the said  
*Richard Springwell* in Manner and Form  
following, that is to say, that he the said  
*William Sherwood*, for and in Consideration  
of the Sum of forty-two Pounds of law-  
ful Money of *Great Britain*, to be to him  
in Hand paid by the said *Richard Spring-*  
*well* in Manner following, that is to say,  
twenty-one Pounds, Part thereof, on or  
before the Executing of the said Articles,  
and the remaining Sum of twenty-one  
Pounds, at the Expiration of two Years,



to commence from the Day of the Date of the said Articles, should and would well, truly and fully teach and instruct, or cause to be taught and instructed the said *Richard Springwell* in the Trade, Art or Mystery of a Frame-Work Knitter, which he then used, after the best Way and Manner that he could within the Term or Time of two Years, to commence from the Day of the Date of the said Articles, and also find, provide and allow the said *Richard Springwell* good and wholesome Meat, Drink, Washing and Lodging during the said Term of two Years, which he the said *Richard Springwell* had agreed to live or continue with the said *William Sherwood*; and the said *Richard Springwell*, for the Considerations aforesaid, by the said Articles did covenant, promise and agree to and with the said *William Sherwood*, his Executors and Administrators, that he the said *Richard Springwell* would during the said Term of two Years well, truly and honestly demean himself towards the said *William Sherwood*, and also should and would, at the End or Expiration of the said Term of two Years in the said Articles above-named, if he should so long live, pay or cause to be paid unto the said *William Sherwood*, his Executors or Administrators, the said Sum of twenty-one Pounds so agreed to be by him paid as aforesaid: Also by the said Articles it was mutually covenanted, concluded and agreed between the said Parties

ties, that the said Sum of twenty-one Pounds, so agreed to be afterwards paid by the said *Richard Springwell*, should, on the Day of the Date of the said Articles, be placed out at Interest for the Benefit of the said *Richard Springwell* in the Hands of the said *Thomas Rewse* (if he should be willing to receive it) until the same should become due and payable to the said *William Sherwood*, his Executors or Administrators; and if the said *Richard Springwell* should happen to dye between the first and second Year of the said Term of two Years in the said Articles before-mentioned, and not otherwise, that then and in such Case the said Sum of twenty-one Pounds, thereby agreed to be deposited in the Hands of the said *Thomas Rewse* as aforesaid, should be by him on Demand paid to the said *William Sherwood*, his Executors or Administrators; any Thing in the said Articles before contained to the contrary thereof in any wise notwithstanding: And whereas afterwards, to wit, on the said sixteenth Day of May in the Year aforesaid, at *London* aforesaid in the Parish and Ward aforesaid, in Pursuance of the said Articles the said Sum of twenty-one Pounds therein last mentioned, at the special Instance and Request of the said *Thomas Rewse* in his Life-time, by the Direction and with the Consent of the said *William Sherwood*, was placed out and deposited in the Hands of the said *Thomas Rewse* by the said *Richard*

*Money being deposited in the Testator's Hands, to be paid to the Plaintiff upon a Contingency.*

*Testator promised to pay the same accordingly.*

*Richard Springwell* in the said Articles named, and the said *Thomas Rewse* then and there received the same from the said *Richard Springwell* for the Purpose in the said Articles mentioned, according to the true Intent and Meaning of the same Articles; in Consideration thereof he the said *Thomas Rewse* afterwards in his Lifetime, *to wit*, on the twenty-first Day of *May* in the Year aforesaid, at *London* aforesaid in the Parish and Ward aforesaid, took upon himself, and then and there faithfully promised the said *William Sherwood* to pay him the said *William Sherwood* the said Sum of twenty-one Pounds at the Time mentioned in the said Articles, in Case the said *Richard Springwell* did not depart this Life before he had served one Year of his Time mentioned in the said Articles: And the said *William* doth aver, that the said *Richard Springwell* in the said Articles named did not depart this Life before he had served one Year of his Time mentioned in the said Articles, but is still alive, *to wit*, at *London* aforesaid in the Parish and Ward aforesaid, of which the said *Thomas Morland* and *Mary*, after the Death of the said *Thomas Rewse*, and after their Intermarriage, *to wit*, on the twenty-eighth Day of *May* in the Year of our Lord one thousand seven hundred and forty-one there had Notice; whereby the same Sum of twenty-one Pounds, at the Expiration of the said two Years mentioned in the said Articles

Articles, being after the Death of the said Thomas Rewse, became due and payable by the said Thomas Morland and Mary after their Intermarriage to the said William: **And whereas** the said Thomas Rewse in his Life-time, to wit, on the said twenty-first Day of May in the said Year of our Lord one thousand seven hundred and thirty-nine, at London aforesaid in the Parish and Ward aforesaid, in Consideration that the said Richard Springwell, at the special Instance and Request of the said Thomas Rewse, and by the Direction and Appointment of the said William Sherwood, had deposited and placed in the Hands of the said Thomas Rewse another Sum of twenty-one Pounds, mentioned to be paid in certain other Articles between the said William and Richard Springwell, bearing Date the sixteenth Day of May then last past, took upon himself, and then and there faithfully promised the said William to pay him the said William the said Sum of Money last mentioned, at the Time mentioned in the last mentioned Articles, in Case the said Richard Springwell did not depart this Life before he had served one Year of his Time mentioned in the same Articles; and the said William doth aver that the said Richard Springwell did not depart this Life before he had served one Year of his Time mentioned in the last mentioned Articles, but is still alive, and that the Time mentioned in the same Articles for the Payment of



of the said last mentioned Sum of twenty-one Pounds was expired on the sixteenth Day of *May* in the Year of our Lord one thousand seven hundred and forty-one, after the Death of the said *Thomas Rewse*, and after the Intermarriage of the said *Thomas Morland* and *Mary*, to wit, at *London* aforesaid in the Parish and Ward aforesaid, of which the said *Thomas Morland* and *Mary* afterwards, to wit, on the said twenty-eighth Day of *May* in the said Year of our Lord one thousand seven hundred and forty-one there had Notice, whereby the said Sum of twenty-one Pounds last mentioned became due and payable by the said *Thomas Morland* and *Mary* to the said *William*: And whereth the said *Thomas Rewse* in his Life-time, to wit, on the said sixteenth Day of *May* in the said Year of our Lord one thousand seven hundred and thirty-nine, at *London* aforesaid in the Parish and Ward aforesaid, in Consideration that the said *William*, at the special Instance and Request of the said *Thomas Rewse*, had then and there agreed that another Sum of twenty-one Pounds should be deposited in the Hands of the said *Thomas Rewse*, which said Sum of twenty-one Pounds last mentioned was so deposited in the Hands of the said *Thomas Rewse*, took upon himself, and then and there faithfully promised the said *William Sherwood* to pay him the last mentioned Sum of Money, at the End and Expiration of two Years next after

after the said sixteenth Day of *May* in the Year last mentioned, in Case one *Richard Springwell*, who was bound Apprentice to the said *William Sherwood* on the Day and Year last mentioned for the Term of two Years then next following, did not die before he had served one Year of his Apprenticeship; and the said *William Sherwood* doth aver, that the said *Richard Springwell* did not die before he had served one Year of his Apprenticeship, but is yet alive, *to wit*, at *London* aforesaid in the Parish and Ward aforesaid; and that the said *Thomas Rewse* died before the End and Expiration of the said two Years next after the said sixteenth Day of *May* in the Year last mentioned, *to wit*, at *London* aforesaid in the Parish and Ward aforesaid; whereby the said Sum of Money last mentioned, at the End and Expiration of the said two Years which happened after the Intermarriage of the said *Thomas Morland* and *Mary*, became due and payable by the said *Thomas Morland* and *Mary* to the said *William Sherwood*:

**Nevertheless** the said *Thomas Morland* and *Mary*, not regarding the said several Promises and Undertakings of the said *Thomas Rewse* made as aforesaid, but contriving and fraudulently intending to deceive and defraud the said *William Sherwood* in this Behalf, have not, nor hath either of them paid the said several Sums of Money, or any Part thereof, to the said *William Sherwood*, (although the said *Thomas Morland* and

*Breach.*

and *Mary* on the said twenty-eighth Day of *May* in the said Year of our Lord one thousand seven hundred and forty-one, and often after, at *London* aforesaid in the Parish and Ward aforesaid, were requested by the said *William* so to do) but have hitherto altogether refused and still do refuse to pay him the same: Wherefore he saith that he is damnified to the Value of forty Pounds: And therefore he brings Suit, &c.

*Imparlance.*

And now at this Day, that is to say, Friday next after three Weeks from the Day of *St. Michael* in this same Term, until which Day the said *Thomas Morland* and *Mary* had Leave to imparl to the said Bill, and then to answer the same as they should be advised, before our Lord the King at *Westminster* come as well the said *William* by his said Attorney, as the said *Thomas Morland* and *Mary* by C. B. their Attorney: And the said *Thomas Morland* and *Mary* defend the Wrong and Injury when and so forth; and the said *Thomas* and *Mary* protesting that the Declaration aforesaid, and the Matter therein contained, are not sufficient in Law for the said *William Sherwood* to have or maintain his aforesaid Action against them, for Plea nevertheless they say, that the said *Thomas Rewse* in his Life-time did not take upon himself any promise in Manner and Form as the said *William Sherwood* above complains against the said *Thomas Morland* and *Mary*: And

*Special Non Assumpsit.*

of this they put themselves upon the Country ; And the said *William* doth the like: *Issue.*

Therefore let the Jurors come before our Lord the King at *Westminster* on *Venire awarded.*  
next after

and who are in no wise related to the said *William* or the said *Thomas Morland* and *Mary*, to make a certain Jury of the Country between the said Parties of the Plea aforesaid, to take Cognizance on their Oath of the whole Truth of the Premises, because as well the said *Thomas Morland* and *Mary*, as the said *William*, between whom thereupon the Matter in Variance is, have put themselves upon that Jury : The same Day is given to the said Parties at the same Place, &c.

*Trinity Term in the Tenth and Eleventh Years of the Reign of King George the Second.*

*Middlesex.* Be it remembered, that on Memorandum of same Term.  
to wit, Friday next after the Morrow of the Holy Trinity in this same Term, before our Sovereign Lord the King at *Westminster* came Henry George Rounds by Robert Richardson his Attorney, and brings here in the Court of our said Lord the King at *Westminster* his certain Bill against Benjamin Parren, James Bunyan and Charles Pynes, in the Custody of the Marshal, &c. in a Plea of Trespass upon the Case ; and there are Pledges for the Prosecution, to wit, John Doe, and Rich-



*Declaration  
for breaking  
and entering  
Plaintiff's  
House.*

*Richard Roe*, which said Bill follows in these Words: That is to say, *Middlesex*, to wit, *Henry George Rounds* complains of *Benjamin Parren*, *James Bunyan*, and *Charles Pynes*, being in the Custody of the Marshal of the *Marshalsea* of the said Lord the King, before the King himself, of that, that is to say, That they the said *Benjamin Parren*, *James Bunyan*, and *Charles Pynes*, on the twenty-first Day of *May* in Tenth Year of the Reign of our Sovereign Lord *George the Second*, now King of *Great Britain*, &c. with Force and Arms, &c. the House of the said *Henry George Rounds* in the Parish of *St. Leonard Shoreditch* in the County of *Middlesex* they broke and entered; And also for that they the said *Benjamin Parren*, *James Bunyan* and *Charles Pynes*, afterwards, that is to say, on the same twenty-first Day of *May* in the Tenth Year aforesaid, with Force and Arms, &c. broke and entered another House of the said *Henry George Rounds* in the Parish aforesaid in the County aforesaid, and him the said *Henry George Rounds* in the quiet Use and Occupation of the said House last mentioned then and there disturbed and hindered; And also for that they the said *Benjamin Parren*, *James Bunyan*, and *Charles Pynes*, afterwards, that is to say, on the same twenty-first Day of *May* in the tenth Year aforesaid, with Force and Arms another House of the said *Henry George Rounds* in the Parish of *St. Leonard Shoreditch*

*For breaking  
and entering  
Plaintiff's  
House, and  
disturbing him  
in the Posses-  
sion thereof.*

*For breaking  
and entering  
Plaintiff's  
House, and  
carrying away  
his Goods.*

*Shoreditch* aforesaid in the County aforesaid broke and entered, and the Goods and Chattels of him the said *Henry George Rounds* in the said House then being (that is to say) A three Pint silver Tankard, a silver pint Mug, &c. [setting forth the Particulars] of the Value of one Hundred Pounds of lawful Money of *Great Britain*, then and there took and carried away, and other Enormities to him then and there committed, contrary to the Peace of our said Lord the now King, and to the Damage of the said *Henry George Rounds* of two Hundred and forty Pounds: And therefore he bringeth Suit.

And the said *Benjamin, James and Charles*, by *John Meale* their Attorney, come and defend the Force and Injury, when, &c. And as to the Force and Arms, and Breaking the Houses of the said *Henry George*, and disturbing and hindering him in the quiet Use and Occupation of the said Houses in the said Declaration alledged, and taking and carrying away from thence all or any Part of the several Goods and Chattels in the said Declaration mentioned, except as herein after is specified, and whatsoever is against the Peace of the said now Lord the King, and also as to all the said Trespasses supposed to be committed in the Houses aforesaid, besides entring into the House of the said *Henry George* in the third Declaration mentioned, and taking and carrying away the several Goods

*Not guilty as to Part. justify under Plaintiff's Wife as to Residue.*

O

and

Vol. II.

*Issue.*

and Chattels, being Part of the said Goods and Chattels in the said Declaration mentioned, and herein after specified, they say that they or either of them are not guilty, as the said *Henry George* above complains against them : And of this they put themselves upon the Country ; and the said *Henry George* doth likewise the same. And as to the entring of the said House in the said third Declaration mentioned, and taking and carrying away the several Goods and Chattels, being Part of the said Goods and Chattels in the said Declaration specified and herein after mentioned, that is to say, two Stoves, &c. they say that the said *Henry George* ought not to have or maintain his said Action against them for the same, because they say, that before the several Times in which the said several Trespasses were supposed to be committed, that is to say, on the said twenty-first Day of *May* in the Tenth Year aforesaid, at the Parish aforesaid in the County aforesaid, the said *Henry George* gave Licence to *Elizabeth* his Wife to take and carry away the said Goods and Chattels herein before mentioned, being Part of the said Goods and Chattels in the said Declaration specified, from the said House and borrow Money thereon for the Use of the said *Henry George* by pledging of the same ; and they say, that by Virtue of such Licence she the said *Elizabeth* on the Day and Year aforesaid, at the Parish aforesaid in the County aforesaid, before

the Times the said Trespasses were supposed to be committed, hired the said Benjamin, James and Charles to enter the said House, and take and carry away the said several Goods and Chattels herein before mentioned, being Part as aforesaid, with Intent and Purpose by pledging of the same to borrow Money for the Use of the said Henry George; and that they afterwards, that is to say, on the Day and Year aforesaid, at the Parish aforesaid in the County aforesaid, did by Virtue of such Licence enter the said House of the said Henry George, and take and carry away the said several Goods and Chattels herein before mentioned, being Part as aforesaid, in Order to pledge the same for the Intent and Purpose aforesaid, as it was lawful for them to do; and thereupon the said Elizabeth afterwards, that is to say, on the Day and Year aforesaid, at the Parish aforesaid in the County aforesaid, did pledge the same, and then and there had and received to and for the Use of the said Henry George her Husband the Money for which the said several Goods and Chattels herein before mentioned, being Part as aforesaid, were so pledged; which are the same Entering of the said House, and Taking and Carrying away the said several Goods and Chattels, being Part of the said Goods and Chattels in the said Declaration specified and herein before mentioned, and for which the said Henry George by his said Declaration com-



plains : And this they are ready to verify ; and therefore pray Judgment whether the said *Henry George* ought to have or maintain his said Action against them for the same.

*Thomas Burdus.*

*Replication  
de Injuria  
sua Propria.*

And the said *Henry George Rounds*, as to the aforesaid Plea of the said *Benjamin Parren*, *James Bunyan*, and *Charles Pynes*, as to the Enttring into the said House of the said *Henry George* in the said third Declaration mentioned, and Taking and Carrying away the several Goods and Chattels, being Part of the said Goods and Chattels in the said Declaration specified, and in the said Plea particularly mentioned by them above pleaded in Bar, saith, That he by any thing in the said Plea above alledged ought not to be barred from having and maintaining his said Action therefore against them, because he saith, that the said *Benjamin*, *James* and *Charles*, at the Time mentioned in the said Declaration at the Parish aforesaid, with Force and Arms, of their own Wrong, without such Cause as is by them above alledged in their said Plea, entered into the said House of the said *Henry George* in the said third Declaration mentioned, and took and carried away the several Goods and Chattels being Part of the said Goods and Chattels in the said Declaration specified, and in the said Plea particularly mentioned

in Manner and Form as the said *Henry George Rounds* hath above thereof declared against them: And this he prays may be inquired of by the Country, &c.

*Thomas Denison.*

And the said *Benjamin, James* and *Issue.*  
*Charles* do so likewise: Therefore as well *Venire a-*  
to try this Issue as the said other Issue *warded to try*  
joined between the Parties, let the Jurors *both Issues.*  
come before our Lord the King at *West-*  
minster, on next after  
who are in no wise related either to the  
said *Henry George*, or to the said *Benja-*  
min, *James* and *Charles*, to make a cer-  
tain Jury of the Country between the  
said Parties of the Plea aforesaid, to re-  
cognize upon their Oaths the full Truth  
of and concerning the Premisses, because  
as well the said *Benjamin, James* and  
*Charles*, as the said *Henry George*, between  
whom the Matter in Variance is, have  
put themselves upon that Jury. The same  
Day is given to the Parties aforesaid at  
the same Place.

*London*, to wit, *L. A.* complains of *T. L.* *Indorsee of a*  
being in the Custody of the Marshal of *Promissory*  
the *Marshalsea* of our Lord the King, be- *Note against*  
fore the King himself, for that whereas *the Drawer.*  
the said *T.* after the first Day of *May* in  
the Year of our Lord one Thousand seven  
Hundred and five, *to wit*, on the thirtieth  
Day of *July* in the Year of our Lord one  
O. 3 Thousand

Thousand seven Hundred and Thirty-three, at *London* aforesaid, *to wit*, in the Parish of *St. Mary Le Bow* in the Ward of *Cheap*, made a certain Note in Writing with his own Hand subscribed thereto, bearing Date the same Day and Year last mentioned, and then and there delivered the said Note to one *J. W.* by which said Note the aforesaid *T.* promised to pay the said *J. W.* by the Name of *Mr. J. W.* or his Order, the Sum of fifty Pounds for Value received; and the said *J. W.* afterwards, and before the Payment of the said fifty Pounds, or any Part thereof, *to wit*, the thirtieth Day of *August* in the Year last mentioned, at *London* aforesaid in the Parish and Ward aforesaid, by a certain Indorsement in Writing then and there made on the said Note, and then and there subscribed with the proper Hand of the said *J. W.* assigned the aforesaid Note to the said *L. A.* and by the same Indorsement ordered and appointed the aforesaid *T. L.* to pay to the said *L. A.* the said Sum of fifty Pounds in the aforesaid Note specified, according to the Form and Effect of the same Note, whereof the said *T. L.* afterwards, *to wit*, the Day and Year last aforesaid, at *London* aforesaid in the Parish and Ward aforesaid, had Notice by Reason whereof, and also by Force of the Statute in that Case made and provided, the said *T. L.* became chargeable and liable to pay to the aforesaid *L. A.* the same Sum of fifty Pounds mentioned

the aforesaid Note, according to the Form and Effect of the said Note and Indorsement; and the said *T. L.* being so chargeable, in Consideration thereof, afterwards, to wit, the Day and Year last aforesaid, at London aforesaid in the Parish and Ward aforesaid undertook, and to the said *L. A.* then and there faithfully promised, that he the said *T. L.* would well and faithfully pay and content to the said *L. A.* the aforesaid Sum of fifty Pounds in the said Note mentioned, according to the Tenor and Effect of the said Note and Indorsement: **Nevertheless** the said *T. L.* no *Breach.* ways regarding his said Promise and Undertaking made in Form aforesaid, but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said *L. A.* in this Particular, hath not paid him the said fifty Pounds, or any Part thereof, (although often required, &c.) but hath hitherto refused, and still both refuse to pay him the same, to the Damage of the said *L. A.* of eighty Pounds: And thereupon he brings Suit, &c.

Pledges, &c.  $\left\{ \begin{array}{l} \text{John Doe,} \\ \text{and} \\ \text{Richard Roe.} \end{array} \right.$



# The Attorney's Practice

*Pleas before our Lord the King at  
Westminster, of Trinity Term in  
the Year of the  
Reign of our Sovereign Lord  
George the Second, now King  
of Great Britain, &c.*

Memoran-  
dum of a De-  
claration of a  
precedent  
Term.

Case against  
Husband and  
Wife on Pro-  
mise of Mar-  
riage by Wife  
while Sole.

Cambridge, **M**emorandum that hereto-  
to wit, fore, to wit, in Easter  
Term in the Year of the Reign  
of our Sovereign Lord George the Second,  
now King of Great Britain, &c. before  
our Lord the King at Westminster came  
Henry Harrison by his At-  
torney, and brought into the Court of  
our said Lord the King then there his  
Bill against Adlard Cage Gentleman, and  
Elizabeth his Wife, being in the Custody  
of the Marshal of the Marshalsea of  
our said Lord the King, before the King  
himself, on a Plea of Trespass on the  
Case; and there are Pledges of prosecu-  
ting, to wit, John Doe and Richard Roe  
which said Bill follows in these Words  
to wit, Cambridge, to wit, Henry Harrison,  
Gentleman, complains of Adlard Cage  
Gentleman, and Elizabeth his Wife, be-  
ing in the Custody of the Marshal of the  
Marshalsea of our Lord the King, before  
the King himself, for that, to wit, that  
whereas the said Elizabeth while she was  
Sole, to wit, on the first Day of April  
the Year of the Reign of our  
Sovereign

Sovereign Lord George the Second, now King of Great Britain, &c. at Burrough Green in the County aforesaid (in Consideration that the said Henry then and there being a single Man and unmarried, at the special Instance and Request of the said Elizabeth, had then and there agreed with the said Elizabeth, and had undertaken and faithfully promised the said Elizabeth, that he the said Henry would marry her the said Elizabeth) undertook, and then and there faithfully promised the said Henry, that she the said Elizabeth would marry the said Henry; and altho' the said Henry, confiding in the said Promise and Undertaking of the said Elizabeth, hath utterly refused to contract Matrimony with any other Woman, and still is a single Man and unmarried, and always from the Time of making the said Promise and Undertaking (while the said Elizabeth was Sole) was ready, and often offered lawfully to marry the said Elizabeth, to wit, at Borough Green aforesaid in the County aforesaid: *But* the said Elizabeth whilst she was Sole no ways regarding her said Promise and Undertaking, without contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Henry in this Particular, did not marry the said Henry (although after the said Promise and Undertaking aforesaid was made, to wit, on the Nine and Twentieth Day of April in the Year aforesaid, and often before and

*Breach:*

*Request and Refusal.*

and after, at *Borough Green* aforesaid in the County aforesaid, the said *Elizabeth* had been thereunto required by the said *Henry*) but intirely refused to marry him; and afterwards, *to wit*, on the first Day of *October* in the Year aforesaid,

*And married Defendant.*

*Indeb. Aff. for Money laid out for, and lent to her while Sole.*

at *Borough Green* aforesaid in the County aforesaid, married the said *Adlard* contrary to the said Promise and Undertaking of the said *Elizabeth* aforesaid: And also, whereas the said *Elizabeth* (while she was Sole) *to wit*, on the first Day of *May* in the Year aforesaid, was indebted to the said *Henry* in three hundred Pounds lawful Money of Great Britain, for Money by the said *Henry*, at the special Instance and Request of the said *Elizabeth*, and for the said *Elizabeth* (while she was Sole) before that Time paid and expended, and for Money by the said *Elizabeth* while she was Sole before that Time borrowed and received of the said *Henry*; and being so indebted the said *Elizabeth*, (while she was Sole) the same Day and Year last mentioned at *Borough Green* aforesaid in the County aforesaid, in Consideration thereof undertook and then and there faithfully promised the said *Henry*, that she the said *Elizabeth*, when she should be thereunto required, would well and truly pay the said three hundred Pounds to the said *Henry*: *Yet* the said *Elizabeth* (while she was Sole) and the said *Adlard* and *Elizabeth* after they were married, no Ways regarding the last men-

*Breach.*

tions

ioned Promise and Undertaking of the said *Elizabeth* made in Form aforesaid, but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said *Henry* in this Particular, have not, nor has either of them (altho' often required) paid the said three hundred Pounds, or any Penny thereof, to the said *Henry*, but have intirely refused, and still do refuse to pay him the said sum of Money, or any Ways content him for the same: Wherefore the said *Henry* says that he is injured, and has Damages to the Value of three thousand Pounds; And thereupon he brings Suit, &c.

And now at this Day, to wit, *Friday* *Imparlanca.*  
next after the Morrow of the Holy *Trini-*  
ty in this same Term, unto which Day  
the said *Adlard* and *Elizabeth* had Leave  
to imparl to the said Bill, and then to  
answer, &c. before our Lord the King at  
*Westminster* came as well the said *Henry*  
by his Attorney aforesaid, as the said *Ad-*  
*lard* and *Elizabeth* by  
their Attorney; and the said *Adlard* and  
*Elizabeth* defend the Force and Injury Non Ac-  
then, &c. and say, that the said *Eliza-* sumpfit.  
*beth* did not undertake in Manner and  
form as the said *Henry* above complains  
against her; And of this they put them-  
selves upon their Country: And the said *Issue.*  
*Henry* likewise, &c. Therefore let a Ju- Venire a-  
come thereupon before our Lord the warded.  
ing at *Westminster*, on *Wednesday* next  
after



after three Weeks from the Day of the Holy *Trinity*, and who are in no wise of Kin either to the said *Henry Harrison*, or to the said *Adlard* and *Elizabeth*, to take Cognizance upon their Oaths of the whole Truth of the Premises, because as well the said *Adlard* and *Elizabeth*, as the said *Henry*, have put themselves upon that Jury. The same Day is given to the Parties aforesaid at the same Place. Afterwards the Process is thereupon continued between the Parties aforesaid of the Plea aforesaid, by the Jury between them being respited before our Lord the King at *Westminster*, until *Monday* next after three Weeks from the Day of *St. Michael* then next following, unless the Justices of our Lord the King assigned to hold the Assizes in the County aforesaid shall first come on the Eleventh Day of *August*, at the Castle of *Cambridge* in the County aforesaid, according to the Form of the Statute in such Case made and provided for Default of the Jurors, because none of them did appear. At which Day before our Lord the King at *Westminster* the said *Henry* comes by his Attorney aforesaid, and the said Justices, before whom the said Issue was tried, sent hither the said Records had in these Words: Afterwards, at the Day and Place within contained, before  
 Knight  
 Chief Baron of the *Exchequer* of our Lord the King, and  
 Gentleman, for this Turn associated

Postea.

the said

and

Sir

Knight, one

of the Justices of our said Lord the King,  
assigned to hold Pleas before the King  
himself, Justice of our said Lord the  
King, assigned to hold the Assizes in the  
said County of *Cambridge* by Force of the  
Statute, and so forth; the Presence of  
the said

not being ex-

pected, by Virtue of the Writ of our Lord  
the King of, &c. came the within named

*Henry Harrison* by his Attorney within  
named; and the within named *Adlard*

*Cage* and *Elizabeth* his Wife, although so-

lemnly required, came not, but made De-

fault: Therefore let the Jurors of the Ju-

ry within mentioned be taken against  
them by Default: Upon which the Jurors

of that Jury being summoned also came,  
who to say the Truth of the within Con-

tents being chosen, tried and sworn, say  
upon their Oaths, That the said *Elizabeth*

*Verdict for*  
*Plaintiff.*

undertook in Manner and Form as the

said *Henry* within complains against the

said *Adlard* and *Elizabeth*, and assesses the

Damages of the said *Henry*, by Occasion  
of the not performing the Promises and

Undertakings within specified, over and

above his Costs and Charges by him a-

bout his Suit in this Behalf expended, to

four hundred Pounds, and for those Costs  
and Charges to forty Shillings. There-

*Judgment for*  
*Plaintiff.*

fore it is considered, That the said *Henry*  
*Harrison* recover against the aforesaid *Ad-*  
*lard Cage* and *Elizabeth* his Wife, his Da-

mages

*Writ of Error  
in the Ex-  
chequer  
Chamber.*

*Errors assign-  
ed.*

damages aforesaid by the said Jury in Form aforesaid assessed; and also sixteen Pounds for his said Costs and Charges by the Court of our Lord the King now here adjudged of Increase to the said Henry by his Assent, which Damages amount in the whole to four hundred and eighteen Pounds; and the said *Adlard* and *Elizabeth* in Mercy, &c. Afterwards, to wit, Saturday the six and twentieth Day of November in the Year of the Reign of our Sovereign Lord George the Second, now King of Great Britain, &c. a Transcript of the Record and Proceedings aforesaid between the Parties aforesaid of the Plea aforesaid, with all Things concerning the same, by Pretext of a certain Writ of our Lord the King for correcting Errors prosecuted by the said *Adlard* and *Elizabeth* on the Premises, by the Court of our Lord the King here, before the King himself, was transmitted before the Justices of our said Lord the King of the Common Bench, and Barons of the *Exchequer* of our said Lord the King, of the Degree of the Coif in the *Exchequer* Chamber, according to the Form of the Statute made in the Parliament of the Lady *Elizabeth*, late Queen of England, &c. held at *Westminster* on the twenty-third Day of November in the twenty-seventh Year of her Reign; and the said *Adlard* and *Elizabeth* appearing in the said Court of *Exchequer* Chamber assigned certain Matters for Error in the

said Record and Process for reverſing the  
 ſaid Judgment; to which the ſaid *Henry*  
 alſo, appearing in the ſaid Court of *Ex-*  
*chequer* Chamber, pleaded that neither in In nullo eſt  
 the ſaid Record and Process, nor in gi- Erratum  
 ving the ſaid Judgment, was in any Thing pleaded.  
 rroneous; and afterwards, *to wit*, on  
*Tueſday* the Seven and Twentieth Day of  
*June* in the Year of the  
 reign of our Sovereign Lord *George* the  
 ſecond, now King of *Great Britain*, &c.  
 as well the Record and Proceedings afore-  
 ſaid, and the Judgment thereupon given,  
 as alſo the Cauſes aforeſaid by the ſaid  
*Adlard* and *Elizabeth* aſſigned and alledg-  
 ed for Error, being by the ſaid Court of  
*Exchequer* Chamber diligently examined  
 and fully underſtood, it ſeemed to the  
 ſaid Court of *Exchequer* Chamber, that  
 the ſaid Judgment was in no wiſe vitious  
 or defective, and that the ſaid Record  
 was not in any Thing erroneous: There- Judgment af-  
 fore it was then and there conſidered by firmed.  
 the ſaid Court of *Exchequer* Chamber,  
 that the ſaid Judgment be in all Things  
 affirmed, and do ſtand in its full Strength  
 and Effect, (the ſaid Cauſes and Matters  
 aſſigned and alledged for Errors by the  
 ſaid *Adlard* and *Elizabeth* in any Thing  
 withſtanding); And it was further then  
 there conſidered by the ſaid Court,  
 that the ſaid *Henry* recover againſt the  
 ſaid *Adlard* and *Elizabeth* ten Pounds and  
 ſhillings, by the Court there adjudg-  
 ed to the ſaid *Henry* by his Aſſent, ac-  
 cording



*Remittance of  
the Record.*

*Satisfaction  
acknowledged.*

*Salk.* 24,  
736.

cording to the Form of the Statute in that Case made and provided, for his Damages, Costs and Charges which he hath sustained by Occasion of the Delay of the Execution of the said Judgment, by Pretext of prosecuting the said Writ of Error; and thereupon the said Record, and also the said Proceedings of the said Justices of the said Common Bench aforesaid and the said Barons of the said *Exchequer*, before them had in the Premises by the said Justices and Barons before our Lord the King, wheresoever, and so forth, were then remitted according to the Form of the Statute, &c. and they now remain in the Court of our said Lord the King here, before the King himself, &c. Afterwards, *to wit*, *Wednesday* next after three Weeks from the Day of the Holy *Trinity* in the Year of the Reign of our Sovereign Lord *George* the Second, now King of *Great Britain*, &c. before our said Lord the King at *Westminster* came the said *Henry Harrison* by his Attorney aforesaid, and acknowledged that he had been satisfied by the said *Adlard* and *Elizabeth* for the Damages, Costs and Charges aforesaid: Therefore let the said *Adlard* and *Elizabeth* be quit of the said Damages, Costs and Charges, &c.

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Vol.*

*Pleas before our Lord the King at Westminster, of Hilary Term in the third Year of the Reign of our Sovereign Lord George the Second, now King of Great Britain, &c.*

Roll 453.

London, **BE** it remembered, that on *Friday* next after the Octave of *St. Hilary* in this same Term, before our Lord the King at *Westminster* came *Robert Richardson*, Gentleman, and *Elizabeth* his Wife, by *Edward Lewis* their Attorney, and brought here into the Court of our said Lord the King then there their Bill against *John Sedgwick* and *Elizabeth* his Wife, and *Edmund Ducket* being in the Custody of the Marshal, &c. of a Plea of Trespass on the Case; and there are Pledges of Prosecuting, *to wit*, *John Doe* and *Richard Roe*; which said Bill follows in these Words, *to wit*, London, *to wit*, *Robert Richardson*, Gentleman, and *Elizabeth* his Wife, complain of *John Sedgwick* and *Elizabeth* his Wife, and *Edmund Ducket* being in the Custody of the Marshal of the *Marshalsea* of our said Lord the King, before the King himself, for that, *to wit*, that **whereas** on the first Day of *January* in the Year of our Lord one Thousand seven Hundred and twenty-nine at *London* aforesaid, Discourse was

Memorandum of the same Term.

Declaration on an Issue directed out of Chancery, upon a Question whether a Writing was the Deed of Defendant's Testator.

Pla

moved and had by and between the said  
*Robert Richardson* and *Elizabeth* his Wife,  
 and the said *John Sedgwick* and *Elizabeth*  
 his Wife, and *Edmund Duckett*, of and  
 concerning a certain Writing bearing Date  
 the twentieth Day of *April* in the Year of  
 our Lord one Thousand seven Hundred  
 and Fourteen, purporting to be the  
 Deed of one *Thomas Penny*, otherwise  
*Penne*; by which said Writing, reciting,  
 That *Robert Richardson*, Gentleman, in  
 and by one Bond or Obligation was and  
 stood bound to the said *Thomas* in the Pe-  
 nal Sum of one Thousand Pounds, con-  
 ditioned for his the said *Robert Richardson's*  
 Paying of fifty Pounds or thereabouts to  
 the said *Thomas*, his Executors, Admini-  
 strators and Assigns; and also for his the  
 said *Robert Richardson's* Conveying and  
 Assuring to the said *Thomas*, his Execu-  
 tors, Administrators and Assigns, several  
 Mesuages, Lands and Tenements in the  
 said Condition mentioned, for securing the  
 Repayment of all and singular such Sums  
 and Sums of Money as should be owing to  
 the said *Thomas*, his Executors, Admini-  
 strators and Assigns, upon the said Bond  
 in Manner in the said Condition specified  
 and also conditioned for his the said *Robert's*  
 Conveying and Assuring the said  
 Mesuages, Lands and Tenements to the  
 said *Thomas*, his Executors, Administrators  
 and Assigns in Trust, and for securing  
 a Maintenance and Provision for his Nie-  
 the said *Elizabeth Richardson*, Wife of the

said *Robert Richardson*, and the Issue of their two Bodies, in Manner in the said Condition mentioned, as by the said Writing Obligatory and the Condition thereof more fully appeared ; the said *Thomas* in Consideration of the natural Love and Affection which he had for his Niece the said *Elizabeth Richardson*, and to the Intent that the said Bond, and all Benefit and Advantage to be had thereby, might after the Decease of the said *Thomas* be and remain intirely and wholly to and for the Use and Benefit of the said *Elizabeth*, and the Issue of her Body begotten by the said *Robert*, did give and grant to the said *Elizabeth Richardson* all and every Sum and Sums of Money as should be due and owing to the said *Thomas*, his Executors, Administrators and Assigns, at the Time of his Death, or at any Time afterwards, upon the said Bond, and all Benefit and Profit thereof, to and for her own separate Use and Maintenance ; and in case she the said *Elizabeth* should not be living at the Time of the Death of the said *Thomas*, when he did thereby give and grant all and every such Sum and Sums of Money, as should be due and owing to the said *Thomas*, his Executors, Administrators and Assigns, upon the said Bond, at the Time of his Death, or at any Time afterwards, and all Benefit and Advantage thereof, to the said *Robert Richardson*, Son of the said *Robert* and *Elizabeth*, and to all and every the Child and Children begotten by the said



*Robert* the Father, upon the Body of the said *Elizabeth*, who should be then living, equally to be divided amongst or between them, Share and Share alike. And lastly, he the said *Thomas* for himself, his Executors, Administrators and Assigns, did thereby renounce and quit-claim to all Benefit and Advantage to be had by or from the said Bond after his Decease, otherwise than for the Benefit of the said *Elizabeth* and her Children, as in the said Deed was above specified; and upon the said Discourse the said *Robert Richardson* the Father and *Elizabeth* his Wife then and there affirmed, that the said Writing first above mentioned was the Deed of the said *Thomas*, which Affirmation they the said *John Sedgwick* and *Elizabeth* his Wife, and *Edmund Ducket* then and there denied; whereupon they the said *Robert Richardson* the Father and *Elizabeth* his Wife, at the special Instance and Request of the said *John Sedgwick* and *Elizabeth* his Wife, and *Edmund Ducket*, then and there paid to the said *John Sedgwick* and *Elizabeth* his Wife and *Edmund Ducket*, ten Shillings, lawful Money of Great Britain, and in Consideration thereof they the said *John Sedgwick* and *Elizabeth* his Wife, and *Edmund Ducket*, afterwards, to wit, on the same Day and Year at London aforesaid under took, and then and there faithfully promised the said *Robert Richardson* and *Elizabeth* his Wife, to pay them twenty Shillings like lawful Money, if the said *W*

ting first above mentioned was the Deed of the said *Thomas* : And the said *Robert Richardson* the Father, and *Elizabeth* his Wife aver, That the said Writing first above mentioned was the Deed of the said *Thomas*, as they the said *Robert Richardson* the Father and *Elizabeth* his Wife have above alledged ; whereof the said *John Sedgwick* and *Elizabeth* his Wife, and *Edmund Ducket*, afterwards, to wit, the same Day and Year, at the same Place had Notice ; Yet the said *John Sedgwick* and *Elizabeth* his Wife, and *Edmund Ducket*, not regarding their said Promise and Undertaking made in Form aforesaid, but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said *Robert Richardson* the Father and *Elizabeth* his Wife in this Behalf, have not, nor hath either of them yet paid to the said *Robert Richardson* the Father and *Elizabeth* his Wife, or to either of them, the said Sum so as aforesaid to be paid by the said *John Sedgwick* and *Elizabeth* his Wife, and the said *Edmund Ducket*, to the said *Robert Richardson* the Father and *Elizabeth* his Wife, (although they the said *John Sedgwick* and *Elizabeth* his Wife, and *Edmund Ducket*, afterwards, to wit, on the twentieth Day of *January* in the Year of our Lord one Thousand seven Hundred and twenty-nine, at *London* aforesaid were by them required to pay the same) but to pay them the same have hitherto intirely refused, and still do refuse, to the Damage

of the said *Robert Richardson* the Father and *Elizabeth* his Wife, of one hundred Shillings : And thereupon they bring Suit, &c.

*Plea.*

And the said *John Sedgwick* and *Elizabeth* his Wife, and *Edmund Ducket*, by *William Cranston* their Attorney, come and Defend the Force and Injury, when, &c. and say, That the said *Robert Richardson* the Father and *Elizabeth* his Wife ought not to have or maintain their said Action against them, because they say, That true it is, that they the said *John Sedgwick* and *Elizabeth* his Wife, and *Edmund Ducket*, undertook in Manner and Form as they the said *Robert Richardson* the Father and *Elizabeth* his Wife have thereof above complained against them ; but they the said *John Sedgwick* and *Elizabeth* his Wife, and *Edmund Ducket*, further say, That the said Writing first above mentioned was not the Deed of the said *Thomas*, as the said *Robert Richardson* the Father and *Elizabeth* his Wife have above affirmed. And of this they put themselves upon the Country ; and the said *Robert Richardson* the Father and *Elizabeth* thereof likewise &c. Therefore let a Jury come before our Lord the King at *Westminster*, on Monday next after the Morrow of the Ascension of our Lord, and who neither, &c. to take Recognizance, &c. because as well, &c. The same Day is given to the Parties aforesaid at the same Place.

*Issue.*

Venire awarded.

*Plea*

*Pleas before our Lord the King of  
Easter Term in the third Year of the  
Reign of our Sovereign Lord George  
the Second, now King of Great Bri-  
tain, &c.*

London, **T H E** Jury between Robert <sup>Jurat.</sup>  
to wit, Richardjon, Gentleman, and  
Elizabeth his Wife, by their said Attorney,  
Plaintiffs, and John Sedgwick and Elizabeth  
his Wife, and Edmund Ducket, of a Plea  
of Trespass upon the Case, is respited be-  
fore our Lord the King at *Westminster* un-  
til Friday next after the Morrow of the  
*Holy Trinity*, unless the King's Right  
Trusty and Well-beloved Sir Robert Ray-  
mond, Knight, the King's Chief Justice  
assigned to hold Pleas in the Court of our  
said Lord the King before the King him-  
self, shall come before on Friday the thir-  
teenth Day of May at Guildhall, London,  
by Form of the Statute, &c. and for De-  
fault of the Jurors, &c. Therefore let  
the Sheriffs have the Bodies, &c. The  
same Day is given to the Parties aforesaid  
at the same Place, &c. Afterwards, at <sup>Postea.</sup>  
the Day and Place within contained, be-  
fore Sir Robert Raymond, Knight, the  
King's Chief Justice within written, Capel  
Billingsley, Gentleman, being associated  
to him, by Form of the Statute, &c. came  
as well the within-named Robert Richard-  
son, Gentleman, and Elizabeth his Wife,  
Plaintiffs, as the within written John Sedg-  
wick



*Tales.**Verdict for  
Plaintiff.*

*wick and Elizabeth his Wife, and Edmund Ducket, Defendants, by their Attorneys within contained; and the Jurors of the Jury whereof Mention is within made being demanded, some of them, to wit, Allen Webb, William Birch, Robert Keat, Edward Forrest, William Mackernefs, and Richard Lookes came; and those Jurors are sworn, and because the rest of the Jurors of that Jury did not appear, therefore others of those standing round hereunto chosen by the Sheriffs of London within written at the Request of the said Robert and Elizabeth his Wife, and by the Command of the said Chief Justice, were added anew, whose Names are affixed to the within written Panel, according to the Form of the Statute in such Case made and provided; which said Jurors so added anew, to wit, John Dodd, Timothy Lee, John Best, Thomas Bugby, George Stagg, and John Marsh, being demanded also come, who to say the Truth of the within contained, together with the said other Jurors first impanelled, being chosen, tried and sworn, say upon their Oath, That the Writing within mentioned was the Deed of the said Thomas Penny, otherwise Penne, within named, as the said Robert and Elizabeth his Wife have within affirmed: Therefore, &c.*

Of the Term of the Holy Trinity in the  
Tenth and Eleventh Year of the  
Reign of King George the Second.

Roll

Ventris.

Berkshire, **Be it remembered**, that on Memorandum of the  
to wit, Friday next after the Mor- same Term.  
row of the Holy Trinity in that same  
Term before our Lord the King at West-  
minster comes Sir *Jemmet Raymond*, Knt.  
by *Joseph Smith* his Attorney, and brings  
here in the Court of our said Lord the  
King his certain Bill against *Richard*  
*Wareing*, Esq; of a Plea of Trespas on  
the Cale; and there are Pledges of Pro-  
secuting, to wit, *John Doe* and *Richard*  
*Roe*; which said Bill follows in these  
Words, to wit, Berkshire, Sir *Jemmet Ray-* Declaration on  
*mond*, Knight, complains of *Richard* several Issues  
*Wareing*, Esq; in the Custody of the out of Chan-  
Marshal of the *Marshalsea* of our Sovereign cery.  
Lord the King before the King himself,  
for that **whereas** on the tenth Day of  
December in the Year of our Lord one  
Thousand seven Hundred and thirty-six,  
at the Parish of *Thacham* in the County of  
*Berks*, a certain Discourse was had between  
the said Sir *Jemmet Raymond* and the said  
*Richard*, whether the said Sir *Jemmet Ray-*  
*mond* was then intituled to a Manor called  
the Manor of *Henwick* in the Parish of  
*Thacham* in the County of *Berks*, or not:  
And upon that Discourse the said Sir *Jem-*  
*met*

1. Whether  
the Plaintiff  
was intituled to  
a Manor cal-  
led the Ma-  
nor of H.

2. Whether  
the Plaintiff  
was intitled  
to certain  
Parcels of  
Land, or to  
any and what  
Part of them.

met did then and there affirm, that he the said Sir *Femmet* was then intitled to a Manor called the Manor of *Henwick* in the Parish of *Thacham* in the County of *Berks*, which said Affirmation of the said Sir *Femmet* the said *Richard* did then and there deny: And thereupon the said *Richard* afterwards, *to wit*, on the Day and Year aforesaid, at the Parish of *Thacham* aforesaid, in Consideration that the said Sir *Femmet*, at the Special Instance and Request of the said *Richard*, had paid into the Hands of the said *Richard* five Pounds of lawful Money of *Great Britain*, took upon himself, and then and there faithfully promised the said Sir *Femmet* to pay to the said Sir *Femmet* the Sum of ten Pounds of like lawful Money, if the said Sir *Femmet* was then intitled to a Manor called the Manor of *Henwick* in the said Parish of *Thacham* in the County of *Berks*. And the said Sir *Femmet* doth aver, that he the said Sir *Femmet* was then intitled to a Manor called the Manor of *Henwick* in the said Parish of *Thacham* in the County of *Berks*, *to wit*, at the Parish aforesaid: **And whereas** afterwards, *to wit*, on the same Day and Year, at the Parish aforesaid, another Discourse was had between the said Sir *Femmet* Raymond and the said *Richard*, of and concerning certain Lands called *Ham-Mill-pond Bank*, *Henwick Bowling-Green*, *Asbmole Green*, and *Day's*, otherwise called *Woodage's Lane* in the Parish aforesaid, and whether

whether the said Sir *Jemmet Raymond* was intitled to the said Lands, or to any of them, or to any Part thereof, or not: Upon which said last mentioned Discourse the said Sir *Jemmet* did then and there affirm, that he the said Sir *Jemmet* was then intitled to all the said Lands called *Ham-Mill, Mill-pond Bank, Henwick Bowling-Green, Ashmole-Green*, and *Day's*, otherwise called *Wood-ge's Lane*, which the said *Richard* did then and there deny: And thereupon the said *Richard* afterwards, *to wit*, on the same Day and Year, at the Parish aforesaid, in Consideration that the said Sir *Jemmet*, at the Special Instance and Request of the said *Richard*, had paid into the Hands of the said *Richard* ten Pounds of like lawful Money of *Great Britain*, took upon himself, and then and there faithfully promised the said Sir *Jemmet* to pay to the said Sir *Jemmet* the Sum of forty Shillings of like lawful Money, if the said Sir *Jemmet* was then intitled to the said Land called *Ham-Mill, Mill-pond Bank*; but if the said Sir *Jemmet* was then intitled only to Part of the said last mentioned Land, then to pay to the said Sir *Jemmet* five Shillings for every Acre, and so in Proportion for any lesser Quantity than an Acre thereof, to which the said *Jemmet* was then so intitled, and the Sum of forty Shillings of like lawful Money, if the said Sir *Jemmet* was then intitled to the said Land called *Henwick Bowling-Green*; but if the said Sir *Jemmet* was then intitled



tled only to Part of the said last mentioned Land, then to pay to the said Sir *Femmet* six Shillings for every Acre, and so in Proportion for any lesser Quantity than an Acre thereof, to which the said Sir *Femmet* was then so intitled ; and the Sum of forty Shillings of like lawful Money, if the said Sir *Femmet* was then intitled to the said Land called *Ashmole-Green* ; but if the said *Femmet* was then intitled only to Part of the said last mentioned Land, then to pay to the said Sir *Femmet* seven Shillings for every Acre, and so in Proportion for any lesser Quantity than an Acre thereof, to which the said Sir *Femmet* was then so intitled ; and also the Sum of forty Shillings of like lawful Money, if the said Sir *Femmet* was then intitled to the said Land called *Day's*, otherwise called *Woodage's Lane* ; but if the said Sir *Femmet* was then intitled only to Part of the said last mentioned Land, then to pay to the said Sir *Femmet* eight Shillings for every Acre, and so in Proportion for any lesser Quantity than an Acre thereof, to which the said Sir *Femmet* was then so intitled ; and the said Sir *Femmet* doth aver, that he the said Sir *Femmet* was then intitled to the Lands called *Ham-Mill*, *Mill-pond Bank* containing one Acre ; and to the said Land called *Henwick Bowling-Green*, containing three Acres ; and to the said Land called *Ashmole-Green*, containing fifteen Acres ; and to the said Land called *Day's*, otherwise called *Woodage's Lane*, containing one Acre

Acre; whereby the Sum of eight Pounds for the said several Parcels of Land, and six Pounds sixteen Shillings for the said several Acres became due and payable by the said *Richard* to the said Sir *Femmet*, to wit, at the Parish aforesaid: And whereas afterwards, to wit, on the same Day and Year, at the Parish aforesaid, another Discourse was had between the said Sir *Femmet* and the said *Richard*, of and concerning the said Lands called *Ham-Mill*, *Mill-pond Bank*, *Henwick Bowling-Green*, *Asb-mole-Green*, and *Day's*, otherwise called *Woodage's Lane*, and whether the said Lands, or any of them, or any Part thereof, was then Part of the Waste, or held of the Manor of *Tbacham* or not; And thereupon the said *Richard* afterward, to wit, on the same Day and Year, at the Parish aforesaid, in Consideration that the said Sir *Femmet*, at the Special Instance and Request of the said *Richard*, had paid into the Hands of the said *Richard* five Pounds of like lawful Money, took upon himself, and then and there faithfully promised, that he the said *Richard* would pay to the said Sir *Femmet* the Sum of one Shilling of like lawful Money, if the said Land called *Ham-Mill*, *Mill-pond Bank* was not Part of the Waste of the said Manor of *Tbacham*, and the Sum of two Shillings if the same Land was not held of the same Manor, and the Sum of one Penny for every Acre of the said Land called *Ham-Mill*, *Mill-pond Bank*,

3. Whether the said Lands were Part of the Waste of or held of the Manor of T.

and so in Proportion for any lesser Quantity than an Acre thereof which is not Part of the Waste, or held of the Manor of *Tbacham*; and the Sum of three Shillings of like lawful Money, if the said Land called *Henwick Bowling-Green* was not Part of the Waste of the said Manor of *Tbacham*; and the Sum of four Shillings if the same Land was not held of the same Manor; and the Sum of Two-pence for every Acre of the said Land called *Henwick Bowling-Green*, and so in Proportion for any lesser Quantity than an Acre thereof which is not Part of the Waste or held of the said Manor of *Tbacham*; and the Sum of five Shillings of like lawful Money if the said Land called *Ashmole-Green* was not Part of the Waste of the said Manor of *Tbacham*; and the Sum of six Shillings if the same Land was not held of the same Manor; and the Sum of Three pence for every Acre of the said Land called *Ashmole-Green*, and so in Proportion for any lesser Quantity than an Acre thereof which is not Part of the Waste or held of the Manor of *Tbacham*; and the Sum of seven Shillings of like lawful Money, if the said Land called *Day's*, otherwise called *Woodage's Lane*, was not Part of the Waste of the said Manor of *Tbacham*, and the Sum of eight Shillings, if the Land was not held of the same Manor; and the Sum of Four-pence for every Acre of the said Land called *Day's*, otherwise called *Woodage's Lane*, and so in Proportion

for any less Quantity than an Acre which is not Part of the Waste, or held of the said Manor ; and the said Sir *Jemmet* doth aver, that the said Lands called *Ham-Mill*, *Mill-pond Bank*, *Henwick Bowling-Green*, *Assmole-Green*, and *Day's*, otherwise called *Woodage's Lane*, or any of them, or any Part thereof, was not Part of the Waste or held of the said Manor of *Thacham* ; whereby the Sum of thirty-six Shillings for the said several Parcels of Land, and the Sum of four Shillings and Eight-pence for the said several Acres became due and payable by the said *Richard* to the said Sir *Jemmet* : **Nevertheless** the said *Richard* not regarding his said several Promises and Undertakings made as aforesaid, but contriving and fraudulently intending to deceive the said Sir *Jemmet*, hath not yet paid him the said several Sums of Money, or any Part thereof, (although the said *Richard* afterwards, *to wit*, on the same Day and Year, and often after, at the Parish aforesaid was requested by the said Sir *Jemmet* so to do) but hath hitherto altogether refused, and still doth refuse to pay him the same : Wherefore he saith, that he is damnified to the Value of one hundred Pounds ; and therefore he brings *Suit, &c.*

And the said *Richard*, by *Arthur Stone* Plea to the Attorney, comes and defends the Force first Promise and Injury, when, &c. And saith it is to be did undertake and promise in Manner and Form as the said Sir *Jemmet* above com-



complains against him ; but as to the first Promise and Undertaking in the said Declaration above mentioned, the said *Richard* saith, that the said Sir *Femmet* ought not to have or maintain his said Action therefore against him, because he saith, that the said Sir *Femmet* was not intitled to a Manor called the Manor of *Henwick* in the Parish of *Thacham* in the County of *Berks*, as the said Sir *Femmet* above declares : And of this he puts himself upon the Country ; and the said Sir *Femmet* likewise : And as to the second Promise and Undertaking in the said Declaration above mentioned, the said *Richard* saith, that the said Sir *Femmet* ought not to have or maintain his said Action therefore against him ; because he saith that the said Sir *Femmet* was not intitled to the said Lands called *Ham-Mill*, *Mill-pond Bank*, *Henwick Bowling-Green*, *Ashmole-Green*, and *Day's*, otherwise called *Woodage's Lane*, or to any of them, or to any Part thereof, as the said Sir *Femmet* above declares ; And of this he puts himself upon the Country and the same Sir *Femmet* likewise : And as to the last Promise and Undertaking in the said Declaration above contained, the said *Richard* saith, that the said Sir *Femmet* ought not to have or maintain his said Action therefore against him, because he saith, that all the said Lands called *Ham-Mill*, *Mill-pond Bank*, *Henwick Bowling-Green*, *Ashmole-Green*, and *Day's*, otherwise called *Woodage's Lane*, are P

*To the second.*

*To the last.*

of the Waste, or held of the said Manor of *Thackam*: And of this he puts himself upon the Country; and the said Sir *Jemmet* likewise, &c. Therefore as well to try the aforesaid Issue, as the several other Issues above joined between the said Parties, let the Jury come before our Lord the King at *Westminster*, on *Wednesday* next after three Weeks of the Holy Trinity, and who neither, &c. to recognize, &c. because as well, &c. The same Day is given to the aforesaid Parties there, &c.

*Venire to try the several Issues.*

London. *Nathaniel Knight* complains of *Edward Parson* in the Custody of the Marshal of the *Marshalsea* of our Lord the King, before the King himself, for that, to wit, That whereas the said *Nathaniel* and *Edward*, and one *John Penny*, and *Matthew Rolleston*, now are, and at the Time of making the Bill hereafter mentioned, and long before, and ever since, were Persons residing and dealing within this Kingdom, to wit, at *London* aforesaid in the Parish of *St. Mary Le Bow* in the Ward of *Cheap*, and so residing and dealing, the said *Edward* on the sixteenth Day of *May* in the Year of our Lord one Thousand seven hundred and *London* aforesaid in the Parish and Ward aforesaid, according to the Usage and Custom of Merchants, from the Time to the Contrary whereof the Memory of Man is not, at the same Place used and

*Declaration by an Indorsee against the Drawer of an inland Bill of Exchange.*

*Plaintiff in-  
dorses the Bill.*

*Bill accepted.*

*Not paid.*

approved, made a Bill of *Exchange* in Writing, his Hand being thereunto subscribed, bearing Date the same Day and Year, and then and there directed the said Bill to the aforesaid *John Penny*, by which Bill the said *Edward* required the said *John*, thirty Days after the Date thereof, to pay to the said *Nathaniel Knight*, or his Order, forty Pounds, for Value received, as by Advice from the said *Edward*; **And** the said Sum of Money being unpaid to the said *Nathaniel*, the said *Nathaniel* afterwards, *to wit*, on the same Day and Year at *London* aforesaid in the Parish and Ward aforesaid, according to the aforesaid Usage and Custom of Merchants, indorsed the said Bill, his Hand being thereunto subscribed, and by the said Indorsement the said *Nathaniel* appointed the Contents of the said Bill to be paid to the said *Matthew Rolleston*, or his Order; **And** the said *John* afterwards, *to wit*, on the same Day and Year at *London* aforesaid in the Parish and Ward aforesaid, according to the said Usage and Custom of Merchants, had Sign of the said Bill so indorsed, and accepted the said Bill to be paid according to the Tenor of the said Bill and Indorsement. **But** the said *John* did not pay the said *Matthew* the said forty Pounds, although the said *John* afterwards, *to wit*, on the first Day of *July* in the Year aforesaid at *London* aforesaid in the Parish and Ward aforesaid, was required by the said *Matthew*

*in the Court of King's Bench.* 227

*Matthew* to pay the same: **And** after-wards, *to wit*, on the said first Day of *July* in the Year of our Lord aforesaid, at *London* aforesaid in the Parish and Ward aforesaid, the said Sum of Money being unpaid to the said *Matthew*, he the said *Matthew*, according to the said Usage and Custom of Merchants, indorsed the said Bill, his Hand being thereunto subscribed, and by the said Indorsement the said *Matthew* appointed the Contents of the said Bill to be paid to the said *Nathaniel*, or Order; **And** the said *Nathaniel* afterwards, *to wit*, on the said first Day of *July* in the Year of our Lord aforesaid, at *London* aforesaid in the Parish and Ward aforesaid, requested the said *John* to pay him the said *Nathaniel* the said Sum of Money, according to the Tenor of the said Bill and Indorsement, which the said *John* then and there intirely refused to do; and the said *John* never paid the said forty Pounds to the said *Nathaniel*, of which the said *Edward* on the Day and Year last mentioned, at *London* aforesaid in the Parish and Ward aforesaid, had Notice; by Reason of which said Premises, and also by Force of the said Usage and Custom of Merchants, the said *Edward*, according to the said Usage and Custom of Merchants, became liable to pay to the said *Nathaniel* the said Sum of Money, according to the Form and Effect of the said Bill and Indorsement; **And** being so liable the said *Edward* afterwards,

*Indorsed back to Plaintiff.*

*Bill not paid.*

*Assumpsit*



*Breach.*

to wit, on the said first Day of July in the Year aforesaid, in the Parish and Ward aforesaid, undertook and then and there faithfully promised the said Nathaniel to pay him the said Sum of Money, according to the Form and Effect of the said Bill and Indorsement: Yet the said Edward no ways, &c.

Trinity Term in the Year  
of King George the Second.

*Declaration  
on a Foreign  
Bill of Ex-  
change by a  
second Indorsee  
against the Ac-  
ceptor of the  
Bill.*

London. **S**AMUEL Robinson complains of William Cary in the Custody of the Marshal of the Marshalsea of our Lord the King, before the King himself, for that, to wit, that whereas one William Hulse, on the twenty-second Day of April New Stile, in the Year of our Lord one Thousand seven Hundred and and long before and after, was a Merchant residing and trafficking at Middleburg in Parts beyond the Seas; and whereas the said William Cary was and still is a Merchant residing and trafficking at London, to wit, in the Parish of St. Mary Le Bow in the Ward of Cheap; and whereas the said William Hulse afterwards, to wit, on the same Day and Year, at Middleburgh aforesaid, according to the Usage and Custom of Merchants, made a Bill of Exchange in Writing, bearing Date the same Day and Year aforesaid, and to the said Bill of Exchange then and there subscribed his Hand, by the Name of  
William

*William Hulse*, and directed the said Bill to the said *William Cary* Merchant at *London* afore said, and by the said Bill the said *William Hulse* required the said *William Cary*, in six Weeks after the Date of the said Bill, to pay to the Order of Mr. *John Blondell* sixty Pounds Sterling for Value received, as by Advice from the said *William Hulse* ; **And also whereas** the said *John Blondell* afterwards, *to wit*, on the tenth Day of *May* in the Year afore said, at *London* afore said in the Parish and Ward afore said, by his Indorsement, his Hand being thereunto subscribed, appointed the Contents of the said Bill to be paid to one *Jacob Coornhart*, or Order, Value received ; **And also whereas** the said *Jacob Coornhart* afterwards, *to wit*, on the said tenth Day of *May* in the Year afore said, at *London* afore said in the Parish and Ward afore said, by his Indorsement, his Hand being thereunto subscribed, appointed the Contents of the said Bill to be paid to the said *Samuel Robinson* ; **And whereas** the said *William Cary*, to whom the said Bill of Exchange was directed as afore said, afterwards, *to wit*, on the same Day and Year last above-mentioned, at *London* afore said in the Parish and Ward afore said, according to the said Usage and Custom of Merchants, accepted the said Bill to pay the said sixty Pounds Sterling, in the said Bill mentioned, to the said *Samuel Robinson*, according to the Tenor and Effect of the said Bill and Indorse-

*Indorsed.*

*Indorsed again to Plaintiff.*

*Defendant Accepts the Bill.*

Assumpsit.

ments thereon made as aforesaid, of which the said *William Cary* then and there had Notice; by Reason of which said Premises, and according to the said Usage and Custom of Merchants, the said *William Cary* became liable to pay to the said *Samuel Robinson* the said sixty Pounds Sterling in the said Bill contained \*, according to the Tenor and Effect of the said Bill and the Indorsements thereon made as aforesaid; And the said *William Cary* being so liable, afterwards, to wit, on the same Day and Year last above-mentioned, at *London* aforesaid in the Parish and Ward aforesaid, in Consideration thereof undertook, and then and there faithfully promised the said *Samuel* to pay him the said Sum of Money in the said Bill contained, according to the

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\* Bill of Exchange presented to and accepted by the Drawee after the Time it was made payable; on an Action against him the Plaintiff declared, that the Defendant *assumpsit* to pay the Money *secundum tenorem & effectum Billæ præd.* Issue, and Verdict *pro Quer.* Moved in Arrest of Judgment that it was impossible the Defendant could pay the Money *secundum tenorem Billæ*, because the Bill was not presented or accepted till about a Year after the Day on which the Money was payable by the Tenor.

*Sed per Cur.* The Acceptance, tho' after the Day the Money was payable, is binding, and as for the Words *secundum tenorem & effectum Billæ*, the Effect of the Bill is the Payment of the Money, and not the Day of Payment, or at most this is but Surplusage. *Judic. pro Quer. Carsh. 459.*

Tenor

*in the Court of King's Bench.* 231

Tenor and Effect of the said Bill and Indorsements: *P*et the said *William Cary* <sup>*Breach.*</sup>  
no Ways, &c.

*Easter Term in the Tenth Year of  
King George the Second.*

London, *W* *E* it remembered, That in Memorandum of a precedent Term.  
to wit, the Term of St. Hilary last  
past, before our Lord the King at West-  
minster came *William Dunstar* by *Gabriel  
Johnson* his Attorney, and brought in the  
Court of our said Lord the King then  
there his certain Bill against *Edward  
Peirce*, being in the Custody of the Mar-  
shal of the *Marshalsea* of our Lord the  
King, before the King himself, of a Plea  
of Trespass upon the Case; and there are  
Pledges of prosecuting, namely, *John Doe*  
and *Richard Roe*; which said Bill follow-  
eth in these Words, *to wit*, London, *to*  
*wit*, *William Dunstar* complains of *Edward  
Peirce* being in the Custody of the Mar-  
shal of the *Marshalsea* of our Lord the  
King, before the King himself, for this,  
*to wit*, That *whereas* the said *Edward  
Peirce* and one *John Treverse* now decea-  
sed, on the ninth Day of *May* in the Year  
of our Lord one Thousand seven Hun-  
dred and Thirty-five, being Merchants at  
*Sereleon* in Parts beyond the Seas, *to wit*,  
at *London* aforesaid, in the Parish of St.  
*Mary Le Bow* in the Ward of *Cheap*, by  
their Bill of Exchange in Writing, sub-  
scribed with their proper Hands, and di-

*Declaration  
on a Foreign  
Bill of Ex-  
change by the  
Drawee a-  
gainst the sur-  
viving Draw-  
er. Lutw.  
946, 950.*



*Bill tendered.**Not accepted.*

rected to the Committee of the *Gambroa* Company, required and appointed the said Committee to pay to the said *William*, or his Order, on Sight of the said Bill, their second or third Bill of the same Time or Date with the said Bill not being paid, the Sum of sixty-five Pounds and four Shillings, being for the like Value there received: **And also** whereas afterwards, *to wit*, on the first Day of September in the Year last aforesaid, at London aforesaid, in the Parish and Ward aforesaid, the said Bill of Exchange was shewed to the said Committee of the *Gambroa* Company, and the said Committee then and there was requested to accept the said Bill according to the Usage of Merchants, and to make Payment of the said sixty-five Pounds and four Shillings to the said *William*, according to the Form and Effect of the said Bill: **And also** whereas the said Committee then and there refused to accept the said Bill, and to pay the said sixty-five Pounds and four Shillings, the said second and third Bill or either of them being then and there not accepted nor paid; by Reason of which said Premises, according to the Usage between Merchants from the Time to the contrary whereof the Memory of Man is not used and approved *to wit*, at London aforesaid in the Parish and Ward aforesaid, the said *Edward* and *John* ought to have paid the said sixty-five Pounds and four Shillings to the

said William, the said Edward and John in Consideration of the Premisses then **Assumpsit.**

and there undertook, and to the said William then and there faithfully promised to pay to the said William the said sixty-five Pounds and four Shillings, when they should be thereunto afterwards required :

**But** the said Edward and John in the **Breach.**

Life-time of the said John have not, nor has the said Edward since the Death of the said John paid the said sixty-five Pounds and four Shillings to the said William, although often required, &c. but the said Edward and John in the Life-time of the said John, and the said Edward after the Death of the said John refused to pay the same to the said William, and the said Edward still refuses to pay

him the same : **And also** whereas the said **Indeb. Ass.**

Edward and John Treverse in the Life- **for Money had**

time of the said John, to wit, on the said **and received**

ninth Day of May in the said Year of our **on a joint**

Lord one Thousand seven Hundred and **Promise a-**

Thirty-five, at London aforesaid, in the **gainst the**

Parish and Ward aforesaid, were indebt- **Survivor.**

ed to the said William in other sixty-five

Pounds and four Shillings lawful Money

of Great Britain, for so much Money by

the said Edward and John in the Life-

time of the said John before that Time

had and received to the Use of the said

William ; and the said Edward and John,

in Consideration thereof, then and there

undertook, and then and there faithfully

promised the said William, that they the

said

*Breach.*

said *Edward* and *John* would well and truly pay the said sixty-five Pounds and four Shillings to the said *William*, when they should be thereunto afterwards required: ~~But~~ the said *Edward* and *John* in the Life-time of the said *John* not regarding their several Promises and Undertakings made in Form aforesaid, but contriving and fraudulently intending in this Behalf craftily and subtilly to deceive and defraud the said *William* of the said several Sums of Money, the said *Edward* and *John* or either of them in the Life-time of the said *John*, or the said *Edward* after the Death of the said *John*, have not nor has either of them, paid the said sixty-five Pounds and four Shillings, or any Part thereof, to the said *William*, although often requested, &c. but the said *Edward* and *John* in the Life-time of the said *John*, and the said *Edward* after the Death of the said *John*, intirely refused to pay the said sixty-five Pounds and four Shillings to the said *William*, and the said *Edward* still refuses to pay him the same to the Damage of the said *William* of two hundred Pounds: And thereupon he brings Suit, &c. **With this**, that the said *William Dunstar* will verify, that at the Time of making the said Bill, and long before and after, there was at *London*, wit, at the Parish and Ward aforesaid, a certain Company of Merchants called and known by the Name of the Committee of *Gamboa* Company, to which

*Acertainment.*

aid Company, by the aforesaid Name, Bills of Exchange have, during the whole time aforesaid, been used to be directed according to the Usage and Practice amongst Merchants.

And now at this Day, to wit, *Wednes-* *Imparlance,*

ry next after fifteen Days of *Easter* in his same Term, to which Day the said *Edward Pierce* had Leave to imparle to the said Bill, and then to answer, &c. before our Lord the King at *Westminster* time as well the said *William Dunstar* as the said *Edward Peirce* by *Dutton Seaman* his Attorney; and the said *Edward* demands the Force and Injury, when, &c. And

to the first Promise and Undertaking in the said Declaration of the said *William* *Demurrer to the first Count.*

above mentioned, he the said *Edward* prays Judgment of the said Declaration, because he says, that the said Declaration, and the matter therein contained, is not sufficient Law to maintain the Action of the said *William* thereupon against the said *Edward*; which said Declaration, as to the said first Promise and Undertaking contained in the said Declaration of the said *William*, the said *Edward* need not, nor is he bound by the Law of the Land in any Manner to answer: And this he is ready to verify: therefore for want of a sufficient Declaration in this Behalf as to the said first Promise and Undertaking in the Declaration of the said *William* above mentioned, the said *Edward* prays Judgment, and that the said *William* may be barred from having

his



Non Assump-  
sit to the rest.

Issue thereon.

Joinder in De-  
murrer.

Continuance.

his Action against the said *Edward* there-  
upon as to the first Promise and Under-  
taking in the said Declaration of the said  
*William* above mentioned : And as to the  
second Promises in the Declaration of the  
said *William* above also mentioned, the  
said *Edward* says, that he did not under-  
take in Manner and Form as the said *Wil-*  
*liam* hath above declared against him  
And of this he puts himself upon the  
Country ; and the said *William* does so  
likewise, &c. And the said *William* says  
that he by any thing by the said *Edward*  
above in Pleading alledged, as to the first  
Promise and Undertaking in the said De-  
claration above mentioned, ought not to  
be barred from having his Action there-  
upon against the said *Edward*, because he  
says, that the said Declaration, and the  
Matter therein contained as to the said  
first Promise and Undertaking, are good  
and sufficient in Law to maintain the said  
Action of the said *William* thereupon  
against the said *Edward* ; which said De-  
claration, and the Matter therein contain-  
ed, the said *William* is ready to verify and  
prove as the Court, &c. And because the  
said *Edward* does not answer the said De-  
claration, nor has hitherto at all denied  
the same, the said *William* as before prayed  
Judgment and his Damages by Occasion  
of the Premises to be adjudged to him, &c.  
But because the Court of our said Lord  
the King now here are not advised  
giving their Judgment of and upon the  
Premises

premises, whereon the said Parties have put themselves upon the Judgment of the Court, a Day is thereupon given to the said Parties before our Lord the King at *Westminster* until *Friday* next after the Morrow of the *Holy Trinity* to hear their Judgment of and upon the said Premises; for that the Court of our said Lord the King now here is not yet advised, &c. **And** as well to try the said Issue between the said Parties above joined to be tried by the County, as to inquire what Damages the said *William* has sustained by Occasion of the said Premises, whereupon the said Parties have put themselves upon the Judgment of the Court, Judgment shall thereupon be given for the said *William* against the said *Edward*; let a Jury come thereupon before our Lord the King at *Westminster*, at the aforesaid Day; and who neither, &c. to recognize, &c. because as well, &c. The same Day is given to the Parties aforesaid here, &c. **At which Day** before our Lord the King at *Westminster* came as well the said *William* as the said *Edward* by their Attorneys aforesaid; and the said *William* acknowledged here in Court, that he would not further prosecute against the said *Edward* as to the second Promise and Undertaking in his said Bill above mentioned: **And as to** the said first Promise and Undertaking in the said Declaration above mentioned, whereupon the said Parties have put themselves upon the Judgment

*Award of Verdict facias tam ad triandum quam ad Inquirend.*

*Nolle Prosequi as to the second Count.*

*1 Plowden 4, 20. Praes. Reg. 218, 220.*

*Continuance.*

*Judgment.**Award of  
Inquiry of Da-  
mages.*

ment of the Court, because the Court of our said Lord the King here are not yet advised of giving their Judgment of and upon the Premises, a Day is thereupon given to the said Parties before our Lord the King at *Westminster* unto *Thursday* next after three Weeks of *St. Michael* to hear their Judgment thereupon; for that the Court of our said Lord the King now here is not yet advised, &c. At which Day before our Lord the King at *Westminster* came the said Parties by their Attornies aforesaid: Whereupon the Promises as to the said first Promise and Undertaking in the said Declaration above mentioned, whereupon the said Parties have put themselves upon the Judgment of the Court, being seen, and by the Court of our said Lord the King now here fully understood; for that it seems to the Court of our said Lord the King now here, that the said Declaration, and the Matter therein contained as to the said first Promise and Undertaking, are good and sufficient in Law to maintain the Action of the said *William* thereupon against the said *Edward*; It is considered that the said *William* ought to receive his Damages against the said *Edward*: But because it is unknown to the Court of our said Lord the King now here what Damages the said *William* has sustained by Occasion of the Premises; It is therefore commanded the Sheriffs, that by the Oath of twelve good and lawful Men of their Bailiwick

they diligently inquire what Damages the said *William* has sustained, as well by Occasion of not performing the said first Promise and Undertaking, as for his Costs and Charges by him about his Suit in this Behalf expended : And that they send the Inquisition, which, &c. to our Lord the King at *Westminster* on *Friday* next after the Octave of *St. Hilary*, under their Seals, and the Seals, &c. together with the Writ of our said Lord the King to them thereupon directed : The same Day is given to the said *William* there, &c. At which Day before our Lord the King at *Westminster* came the said *William Dunstar* by his Attorney aforesaid : And the Sheriffs of *London*, to wit, and

*The Returns*

by Virtue of the Writ of our said Lord the King to them thereupon directed, return a certain Inquisition taken before them at the *Guilhall* of the City of *London*, situate in the Parish of *St. Lawrence* in the *Old Jewry* in the Ward of *Beap* of the same City, on the twenty-second Day of *January* in the Year of the Reign of our Sovereign Lord *George* the Second now King of *Great Britain*, &c. by the Oath of twelve good, &c. By which appears that the said *William Dunstar* has sustained Damages by Occasion of the said Premises over and above his Costs and Charges by him about his Suit in this Behalf expended to eighty and nine Pounds, and for these Costs and Charges to twenty-six Shillings and Eight-pence : It is

*Judgment thereon.*



therefore considered, That the said *William Dunstar* do recover against the said *Edward Peirce* his said Damages found by the said Inquisition in form aforesaid, and also nine Pounds thirteen Shillings and Eight pence, adjudged by the Court of our said Lord the King now here to the said *William*, by his Assent, of Increase, for his Costs and Charges, which said Damages amount in the whole to One hundred Pounds: And the said *Edward* in Mercy, &c.

Judgment, affirmed on Error in the Exchequer Chamber. *Lilly's Entries* 55.

Trinity Term in the Year of, &c.

Indeb. Ass.  
by Assignee of  
a Bankrupt's  
Estate for  
Goods sold and  
delivered by  
Bankrupt.

London, *William Knight*, Assignee of the Debts, Goods, and Effects of *Thomas Wilks*, a Bankrupt, according to the Form of the several Statutes made concerning Bankrupts, complains of *Richard Wilks* in the Custody of the Marshal of the *Marshalsea* of our Lord the King, before the King himself, for that, to wit, that whereas the said *Richard*, on the tenth Day of *April* in the Year of the Reign of our Sovereign Lord *George the Second*, now King of *Great Britain*, at *London* aforesaid, to wit, in the Parish of *St. Mary le Bow* in the Ward of *Cheape*, was indebted to the said *William* as Assignee in Form aforesaid in one hundred Pounds lawful Money of *Great Britain*, for divers Goods, Wares and Merchandizes, before that Time sold and delivered by

by the said *Thomas Wilks* to the said *Richard Wilks*, at his special Instance and Request; and being so indebted the said *Richard* in Consideration thereof, afterwards, *to wit*, on the same Day and Year at *London* aforesaid in the Parish and Ward aforesaid, undertook and then and there promised the said *William*, as Assignee in form aforesaid, that he the said *Richard*, when he should be thereunto required, would pay the said one hundred Pounds to the said *William*, as Assignee in form aforesaid; and also whereas the said *Richard* afterwards, *to wit*, on the said tenth Day of *April* in the Year aforesaid, at *London* aforesaid in the Parish and Ward aforesaid, in Consideration that the said *Thomas Wilks* had before that Time sold and delivered to the said *Richard Wilks*, at his like special Instance and Request, divers other Goods, Wares and Merchandize, undertook, and then and there promised the said *William*, as Assignee in form aforesaid, that he the said *Richard*, when he should be thereunto required, would pay to the said *William*, as Assignee in form aforesaid, so much Money for the said Goods, Wares, and Merchandizes last mentioned, as the said Goods, Wares and Merchandize were reasonably worth at the Time of the Sale and Delivery thereof; and the said *William* avers, that the said Goods, Wares and Merchandize last mentioned, were at the Time of the Sale and Delivery thereof, by the said *Thomas Wilks*.

Quant. Val.  
thereon.

to the said *Richard Wilks*, reasonably worth other one hundred Pounds of like lawful Money of *Great Britain*, to wit, at *London* aforesaid in the Parish and Ward aforesaid, of which the said *Richard* then and there had Notice; yet the said *Richard*, not regarding his said several Promises and Undertakings made in form aforesaid, but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said *William*, as Assignee in form aforesaid, in this behalf, has not paid the said several Sums of Money or any Part thereof, (although often required) to the said *William*, nor any way contented him for the same; but to pay the same hath hitherto refused, and still doth refuse, to the Damage of the said *William* of twenty Pounds: And thereupon he brings Suit, &c.

Pledges, &c.

*Declaration  
against two  
Partners,  
where one is  
Outlawed and  
the other ap-  
pears.  
Indeb. Ass.  
for Goods sold  
and delivered.*

*London*, *John Furgeon*, late of *Westminster* in the County of *Middlesex*, Merchant, was attached to answer *John Adams* of a Plea of Trespass on the Case, &c. and whereupon the said *John Adams* by his Attorney complains, that whereas the said *John Furgeon*, together with *Daniel Barbalt* late of *Greenwich* in the County of *Kent*, Feltmonger, which said *Daniel Barbalt* is in due manner outlawed in the Court of our Lord the King, before the King himself, on the first Day

of *August* in the Year of our Lord One thousand seven hundred and thirty eight, at *London*, to wit, in the Parish of *St. Mary le Bow* in the Ward of *Cheap*, was indebted to the said *John Adams* in one hundred and forty Pounds eight Shillings and Eight-pence lawful Money of *Great Britain*, for divers Goods, Wares and Merchandize, before that Time sold and delivered by the said *John Adams* to the said *John Furgeon* and the said *Daniel Barbalt*, who, &c. at their special Instance and Request; and being so indebted the said *John Furgeon* and the aforesaid *Daniel Barbalt*, who, &c. in Consideration thereof, afterwards, to wit, on the same Day and Year, at *London* aforesaid in the Parish and Ward aforesaid, undertook, and then and there faithfully promised the said *John Adams*, that they the said *John Furgeon* and the said *Daniel Barbalt*, who, &c. would well and truly pay the said one hundred and forty Pounds eight Shillings and Eight-pence to the said *John Adams*, when they should be thereunto afterwards required: Nevertheless the said *John Furgeon* and *Daniel Barbalt*, who, &c. before the said Outlawry was had, contriving and fraudulently intending of the said one hundred and forty Pounds eight Shillings and Eight-pence craftily and subtilly to deceive and defraud the said *John Adams*, the said one hundred and forty Pounds eight Shillings and Eight-pence to the said *John Adams* (although to do the same the said *John Furgeon* and

*Breach of Promise.*



*Daniel Barbalt*, who, &c. before the said Outlawry was had, afterwards, *to wit*, on the first Day of *August* in the said Year of our Lord One thousand seven hundred and thirty-eight, and the said *John Furgeon* often afterwards, at *London* aforesaid in the Parish and Ward aforesaid, were required by the said *John Adams*) have not, nor has either of them paid, nor have they nor has either of them any ways contented him for the same, but have hitherto intirely refused to pay the said one hundred and forty Pounds eight Shillings and Eight-pence to the said *John Adams*, or any ways content him for the same; and the said *John Furgeon* still refuses to pay him the said Sum, to the Damage of the said *John Adams* of one hundred and forty Pounds: And thereupon he brings Suit, &c.

Assumpsit by  
an Indorsee a-  
gainst the Ma-  
ster on a pro-  
missory Note  
drawn by and  
in the Name of  
the Servant  
for Value re-  
ceived for his  
Master.

*To wit*, *Thomas Eeles* complains of *Thomas Styles* in the Custody of the Marshal, &c. for that, **That whereas** on the seven-teenth Day of *March* in the Year of our Lord One thousand seven hundred and thirty-seven, and long before, one *Ralph Roletson* was a Servant of the said *Thomas Styles*, and by the said *Thomas Styles* then and long before usually intrusted to sign promissory Notes for the said *Thomas Styles* his Master, *to wit*, at *London* aforesaid, in the Parish and Ward aforesaid; and the said *Ralph* being so intrusted as aforesaid, on the same seventeenth Day of *March*

*March* in the Year of our Lord One thousand seven hundred and thirty-seven, at *London* aforesaid in the Parish and Ward aforesaid, made for the said *Thomas Styles* a certain Note in Writing called a promissory Note, bearing Date the same Day and Year last mentioned, the proper Hand and Name of the said *Ralph* being subscribed to the said Note, and by the said Note the said *Ralph* promised to pay to one *James Ford*, or Order, six Months after the Date of the said Note eighty Pounds, Value received, for the said *Thomas Styles*, Master of the said *Ralph*; and the said *Thomas Eeles* further says, that afterwards, and before Payment or Satisfaction of the said Sum of eighty Pounds in the said Note contained, *to wit*, on the twenty-fifth Day of *March* in the Year of our Lord One thousand seven hundred and thirty-eight, at *London* aforesaid in the Parish and Ward aforesaid, the said *James* by Indorsement, his proper Hand being indorsed on the said Note, appointed the Contents of the said Note to be paid to the said *Thomas Eeles*, for Value received; of which said Note so indorsed, and also of the said Indorsement, the said *Thomas Styles* afterwards, *to wit*, on the said twenty-fifth Day of *March* in the Year of our Lord last above-mentioned, at *London* aforesaid in the Parish and Ward aforesaid, had Notice; and by Virtue of the said Note and Indorsement aforesaid, and also by Force of the Statute in such Case

Note Indorsed.

lately made and provided, the said *Thomas Styles*, then and there became liable to pay the said *Thomas Eeles*, the said eighty Pounds in the Note mentioned, according to the Tenor of the said Note; and being so liable the said *Thomas Styles* in Consideration thereof, afterwards, *to wit*, on the same Day and Year last abovementioned, at *London* aforesaid in the Parish and Ward aforesaid, undertook, and then and there faithfully promised the said *Thomas Eeles*, that he the said *Thomas Styles* would well and faithfully pay to the said *Thomas Eeles* the said eighty Pounds according to the Tenor of the said Note and Indorsement: **Nevertheless** the said *Thomas Styles*, &c.

*Pleas before our Lord the King at Westminster, of the Term of St. Hilary in the Fifth Year of the Reign of our Sovereign Lord George the Second, now King of Great Britain, &c.*

R. 530.

Memorandum of the same Term.

London, **BE** it remembered that on *to wit*. Monday next after the Octave of St. Hilary in this same Term before our Lord the King at *Westminster* came the Governor and Company of the Bank of *England*, by their Attorney, and brought here into the said Court of our Lord the King then there, their Bill against

against *Catherine Morice*, Widow, Executrix of the Testament and last Will of *Humphry Morice*, Esq; deceas'd, in the Custody of the Marshal of the *Marshalsea* of our Lord the King, before the King himself, of a Plea of Trespas on the Case; and there are Pledges of prosecuting, *to wit*, *John Doe* and *Richard Roe*; which said Bill follows in these Words, *to wit*, Declaration against an Executrix.  
*London*, *to wit*, The Governor and Company of the Bank of *England* complain of *Catherine Morice*, Widow, Executrix of the Testament and last Will of *Humphry Morice*, Esq; deceas'd, in the Custody of the Marshal, &c. for that, *to wit*, **That whereas** (*the Plaintiffs declare on thirty Counts sur Indebit. Assumpsit for various particular Sums of Money lent, and Money had and received to the Plaintiffs Use alternatim, and then declare as follows,*) **and also whereas**, afterwards, *to wit*, on the same 31st Count.  
15th Day of *November* in the said Year Indeb. Ass.  
of our Lord 1731. at *London* aforesaid in for Money lent  
the Parish and Ward aforesaid, he the said Testator.  
*Humphry* in his Life-time was indebted to the said Governor and Company in 32000*l.*  
of lawful Money of *Great Britain*, for divers Sums of Money before that Time lent by the said Governor and Company to the said *Humphry* in his Life-time; and being so indebted the said *Humphry* in his Life-time in Consideration thereof, afterwards, *to wit*, on the same 15th Day of *November* in the said Year of our Lord 1731. at *London* aforesaid in the Parish and Ward  
R 4                      aforesaid



32d Count,  
Indeb. Ass.  
for Money had  
and received by  
the Testator.

aforesaid, undertook, and then and there faithfully promised the said Governor and Company, that he the said *Humphry* would well and truly pay the said 32000 *l.* to the said Governor and Company, when he should be thereunto afterwards required:

**And also whereas** afterwards, *to wit*, on the same Day and Year last aforesaid, at *London* aforesaid in the Parish and Ward aforesaid, he the said *Humphry* in his Life-time was indebted to the said Governor and Company in other 32000 *l.* of like lawful Money of *Great Britain*, for divers Sums of Money by him the said *Humphry* in his Life-time before that Time had and received to the Use of the said Governor and Company; and being so indebted the said *Humphry* in his Life-time afterwards, *to wit*, on the same Day and Year last aforesaid at *London* aforesaid in the Parish and Ward aforesaid, in Consideration thereof, undertook and then and there faithfully promised the said Governor and Company, that he the said *Humphry* would well and truly pay the said 32000 *l.* last mentioned to the said Governor and Company, when he should be thereunto afterwards required:

33d Count,  
Indeb. Ass.  
for Money laid  
out for Testa-  
tor.

**And also whereas** afterwards, *to wit*, on the same 15th Day of *November* in the said Year of our Lord 1731. at *London* aforesaid in the Parish and Ward aforesaid, he the said *Humphry* in his Life-time was indebted to the said Governor and Company in other 32000 *l.* of like lawful Money of *Great Britain*, for Money for the said *Humphry* in his Life-time, and at his special Instance  
and

and Request, before that Time expended,  
 paid out and paid by the said Governor  
 and Company; and being so indebted the  
 said *Humphry* in his Life-time afterwards,  
*to wit*, on the same Day and Year last above-  
 said at *London* afore said in the Parish and  
 Ward afore said, in Consideration thereof,  
 undertook, and then and there faithfully pro-  
 mised the said Governor and Company, that  
 he the said *Humphry* would well and truly  
 pay the said 32000 *l.* last mentioned, to the  
 said Governor and Company, when he should  
 be thereunto afterwards required: **Pet** *Breach.*  
 the said *Humphry* in his Life-time, and the  
 said *Catherine* after the Death of the said  
*Humphry*, no ways regarding the Promises  
 and Undertakings of the said *Humphry* in  
 his Life-time made in form afore said to  
 the said Governor and Company, but con-  
 triving and fraudulently intending craftily  
 and subtilly to deceive and defraud the  
 said Governor and Company, in this be-  
 half, have not paid, nor has either of them  
 paid the said several Sums of Money, or  
 any Part thereof, to the said Governor  
 and Company (although the said *Humphry*  
 in his Life-time, and the said *Catherine*  
 after the Death of the said *Humphry*, *to*  
*wit*, on the 10th Day of *December* in the  
 said Year of our Lord 1731. and often af-  
 terwards, at *London* afore said in the Parish  
 and Ward afore said, were requested by the  
 said Governor and Company) but have in-  
 dely refused, and the said *Catherine* still  
 refuses to pay them the same: Whereupon  
 the

the said Governor and Company say, that they are injured and have Damage to the Value of 35000*l.* and thereupon they bring Suit, &c.

*Plea.*

And the said *Catherine* by her Attorney comes and defends the Force and Injury, when, &c. and says, That the said Governor and Company ought not to have their said Action against her, because

*A Bond entred into by Testator.*

she says that the said *Humphry* in his Lifetime, to wit, on the 6th Day of March in the Year of our Lord 1727. at London aforesaid in the Parish and Ward aforesaid, for his true and just Debt, by his certain Writing Obligatory sealed with his Seal, bearing Date the same Day and Year, acknowledged himself to be bound to one Sir *William Morice*, Baronet, in 53000*l.* of lawful Money of Great Britain, to be paid to the said Sir *William*, when he should be thereunto afterwards requested, with a Condition to the said Writing Obligatory under written, that if the said *Humphry* his Heirs, Executors or Administrators should well and truly pay or cause to be paid unto the said Sir *William*, his Executors, Administrators or Assigns, the full Sum of 26500*l.* of good and lawful Money of Great Britain, with Interest for the said Sum after the Rate of five Pounds for hundred Pounds for a Year, at and upon the several Days and Times and in Manner and Form following, that is to say, the Sum of 5000*l.* Part of the said Sum of 26500*l.* upon the 24th Day of June which should

*The Condition set forth.*

in the Year of our Lord 1728. together with all Interest then due for the said whole Sum of 26500 *l.* and the Sum of 5000 *l.* other Part of the said Sum of 26500 *l.* with the Interest for the same 5000 *l.* upon the 24th Day of *June* which should be in the Year of our Lord 1729. together with the Interest then likewise due for the Sum of 6500 *l.* the Remainder of the said Sum of 26500 *l.* then behind and unpaid, and the Sum of 5000 *l.* more thereof with the Interest for the same Sum upon the 24th Day of *June* which should be in the Year of our Lord 1730. together also with the Interest then likewise due for the Sum of 11500 *l.* the Remainder of the said Sum of 26500 *l.* then behind and unpaid, and the further Sum of 5000 *l.* more thereof with the Interest for the same, upon the 24th Day of *June* which should be in the Year of our Lord 1731. together also with the Interest then likewise due for the Sum of 6500 *l.* the Remainder of the said Sum of 26500 *l.* then behind and unpaid, and the like Sum of 5000 *l.* more thereof with the Interest for the same upon the 24th Day of *June* which should be in the Year of our Lord 1732. together also with the Interest then likewise due for the Sum of 1500 *l.* the Remainder of the said Sum of 26500 *l.* then behind and unpaid, and the Sum of 1500 *l.* being the Residue and Remainder of the said Sum of 26500 *l.* upon the 24th Day of *June* which should be in the Year of our Lord 1733. together with the Interest then due



due for the said Sum of 1500*l.* without Fraud or further Delay ; then the said Obligation to be void and of no effect ; but if Default should happen to be made in Payment of any or either of the said several and respective Sums of Money above mentioned, or of any Part of any or either of them, or of any of the said Interest, on any or either of the said several and respective Days or Times above limited or appointed for the Payment thereof, contrary to the true Intent and Meaning of the said Condition, then the said Obligation to be and remain in full Force and Virtue ; provided nevertheless, and the said Obligation was upon this further Condition, that it should be lawful for the said *Humphry Morice*, his Heirs, Executors or Administrators, to pay, satisfy and discharge the said Sum of 26500*l.* and Interest or any Part or Parts thereof, in any shorter Time or Times than were in the said Condition before limited and appointed for the Payment thereof, in Payments of not less than 5000*l.* at a time (except the last Payment thereof) he the said *Humphry Morice*, his Heirs, Executors or Administrators, first giving six Months Notice in Writing under his or their Hand or Hands unto the said Sir *William Morice*, his Executors, Administrators or Assigns, of such his or their Intention so to do, at his the said Sir *William Morice's* then last Place of Abode, or if the said Sir *William Morice* should be then dead, to his Executors or Administrators

Administrators: And the said Catherine *Defendant sets forth what is really due on the Bond.*  
 further says, that the said 5000*l.* in the said Condition above mentioned to be payable upon the 24th of *June* in the Year of our Lord 1732. and the said 1500*l.* in the said Condition above mentioned to be payable upon the 24th Day of *June* in the Year of our Lord 1733. together with the whole Interest for the said several Sums of 5000*l.* and 1500*l.* last mentioned due and payable from the 24th Day of *June* in the Year of our Lord 1731. are still unpaid, and the said Writing Obligatory still remains in its full Force and Effect, no ways annulled, cancelled or satisfied;

*the Defendant pleads another Bond entred into by the Testator as Security for a third Person, and goes on]* And the said Catherine *Pleads another Bond.*  
 further says, that the said Humphry

afterwards in his Life time, to wit, on the 27th Day of *July* in the Fourth Year of the Reign of his present Majesty, at London aforesaid in the Parish and Ward aforesaid, for another true and just Debt, by his certain other Writing Obligatory sealed with his Seal, bearing Date the same Day and Year last aforesaid, acknowledged himself to be bound to one Thomas Wilson, Esq; in 5000*l.* like lawful Money, to be payed to the said Thomas when he should be thereunto afterwards required, with a Condition thereunder written for Payment of 2500*l.* like *Sets forth the Condition,*  
 lawful Money upon the 27th Day of *July* in the Year of our Lord 1731. with lawful

ful Interest for the same, to be made by the said *Humphry* to the said *Thomas*, which said 2500*l.* together with the Interest thereof from the 27th Day in the Year of our Lord 1731. were at the Time of the Death of the said *Humphry* truly and justly due from the said *Humphry* to the said *Thomas*, and are still unpaid, and the said Writing Obligatory last mentioned still remains in its full Force and Effect, no ways annulled, cancelled, or satisfied.

*and the real Debt due.* and the said *Catherine* further says, that the said *Humphry* afterwards in his Lifetime, to wit, on the twenty-fifth Day of *March* in the Fourth Year of His present Majesty's Reign, at *London* aforesaid in the Parish and Ward aforesaid, for another true and just Debt, by a certain other Writing Obligatory sealed with his Seal bearing Date the same Day and Year last above mentioned, acknowledged himself to be bound to one *Duncan Campbell*, Gentleman, in three thousand Pounds like lawful Money to be paid to the said *Duncan* when he should be thereunto afterwards requested, with a Condition thereunder written for Payment of one thousand and five hundred Pounds like lawful Money to be made by the said *Humphry* to the said *Duncan*, upon or before the first Day of *March* then next ensuing, with lawful Interest for the same; which said 1500*l.* together with the Interest thereof from the 25th Day of *September* in the Year of our Lord 1731. were justly and truly due to the said *Duncan* from

*Pleads another Bond.*

*Sets forth the Condition,*

*and the real Debt.*

he said *Humphry* at the Time of his Death, and still remain unpaid, and the said Writing Obligatory last above mentioned still remains in its full Force and Effect no ways annulled, cancelled, or satisfied: And the said *Catherine* further says, that by certain Articles indented on the first Day of *August* in the Year of our Lord 1727 at *London* aforesaid, in the Parish and Ward aforesaid, made between the said *Humphry Morice* in his Life-time, by the Name of *Humphry Morice* of *London*, Esq; Owner of the good Ship or Vessel called the *Martha Galley*, and of the Cargo of Goods shipped on board her, of the one Part, and one *William Hurst*, by the Name of *William Hurst* of *Tooly-street* in *South-wark*, Mariner, Commander and Supra-Cargo of the said Ship, and one *Nebemiah Skelding*, Chief Mate of the said Ship, of the other Part, sealed with the Seal of the said *Humphry Morice*, the Date whereof is on the same Day and Year, reciting, That whereas the said *William* was then bound out in the said Ship as Commander thereof, and Supra-Cargo of all the Goods and Merchandize loaden on board in a certain Voyage from *London* to the Coast of *Africa*, and from thence to the *West-Indies*, *Spanish West-Indies*, and back to *London*, as the said *Humphry Morice*, his Correspondents or Assigns should order and direct; which said Cargo of Goods and Merchandize were by Invoice and Bill of Loading consigned to the said *William*

*Pleads Articles entered into by Testator with a Master of one of his Ships.*



*Hurst* for Sale, and for purchasing and making Returns of the Product thereof from the Coast of *Africa* aforesaid, in Negroes, Gold, Elephant's Teeth, and such other Goods and Merchandize as the Coast of *Africa* should afford; and which are expressed in the Orders given by the said *Humphry Morice* to the said *William Hurst*: And further reciting, that whereas the said *Nebemiah Skelding* was likewise bound out in the said Ship on the said Voyage, as chief Mate or next in Command to the said *William Hurst* in commanding and navigating the said Ship, and in assisting the said *William Hurst* in disposing the said outward Cargo, and making Returns for the same in Manner in the said Articles afterwards expressed, they the said *William Hurst* and *Nebemiah Skelding* by the said Articles, for themselves, their Executors and Administrators, jointly and severally covenanted and agreed with the said *Humphry Morice*, his Executors, Administrators and Assigns, that they the said *William Hurst* and *Nebemiah Skelding*, or one of them, should, and would at all Times during the said intended Voyage, to the utmost of their Power, Knowledge and Skill, endeavour to promote the Interest and Advantage of the said *Humphry Morice* and also should and would, not only during the said Voyage, keep an exact and true and Account to be fairly written and entered in the Book which the said *Humphry* had provided and delivered to the

for that Purpose, of all their Buyings, Sellings, Barterings and Dealings, and of all other Transactions which should be daily transcribed on Account of the said Ship and Cargo, but also, at the Return of the said Ship into the River of *Thames* from the said Voyage, deliver or cause to be delivered up to the said *Humphry Morice* or his Assigns, the said Book and the Accounts fairly written and entered as aforesaid: And further, that they the said *William Hurst* and *Nehemiah Skelding*, or one of them, should not only load the Ship, and carry on board the said Ship to the Island of *Jamaica*, and there deliver to the said *Humphry Morice*, his Correspondents, Factors or Assigns, (the Dangers of the Seas and Mortality excepted) all such Negroes as should be purchased by selling or bartering the said Cargo, or any Part thereof; and also consign such Part, and so much of the Gold, Elephants Teeth, and other Goods and Merchandizes as should be purchased by selling or bartering the said Cargo, or any Part thereof, on board such Ship or Ships, Vessel or Vessels, as they should be directed or permitted by Orders to be signed by the said *Humphry Morice*, or his Assigns, and should and would bring home to *London* on board the said Ship called the *Martha Galley*, and consign to the said *Humphry Morice* all such and so much of the Gold, Elephants Teeth, or other Goods and Merchandize as should be purchased

by selling the said outward Cargo, or otherwise which should not by the Order of the said *Humphry Morice* either be loaden on board any other Ship, or delivered to the Correspondents of the said *Humphry Morice* at the Island of *Jamaica* aforesaid: And further, that he the said *William Hurst* should and would sign Bills of Loading for all such Goods as should be loaden on board the said Ship called the *Martha Galley*, and should and would, with what other Bills of Loading as should be signed for such Commodities as should be shipped on board any other Vessel on Ship by Order as aforesaid, send and forward the same by the first Opportunity unto the said *Humphry Morice* or his Assigns, and should and would, upon the said Ship's Arrival at *London*, deliver unto the said *Humphry Morice* or his Assigns, all such Gold, Elephants Teeth, and other Goods and Merchandizes as should be loaded on board the said Ship called the *Martha Galley*, and not delivered at the Island of *Jamaica* aforesaid (the Danger of the Seas and Restraint of Princes and Rulers in and during the said Voyage excepted): And further, that they the said *William Hurst* and *Nebemiah Skeldin* should not, nor would export, carry or permit, or suffer to be carried by any other Person or Persons whatsoever, in the said Ship any other Goods, Commodities or Merchandizes whatsoever for Sale, Barter or Traffick on the Coast of *Africa*, other than

the Cargo of Goods in the same Articles before mentioned to be shipped on Account of the said *Humphry Morice* (except such Adventures as the said *Humphry Morice* should under his Hand in Writing allow them the said *William Hurst* and *Nebemiah Skelding*, as in the said Articles was afterwards mentioned); but should and would, from Time to Time, and at all Times in and during the said Voyage, observe and keep all such Orders, Directions and Instructions touching or relating to the said Ship and Cargo as should from Time to Time be given to them or either of them, by the said *Humphry Morice* or his Assigns: And the said *Humphry Morice* for himself, his Executors and Administrators, did covenant and agree to and with *William Hurst*, his Executors, Administrators and Assigns by the said Articles, that he the said *Humphry Morice*, his Executors, Administrators or Assigns, should and would give or allow to the said *William Hurst* four Negroes out of every hundred and four as the said *William Hurst* should purchase on the Coast of *Africa*, and deliver alive unto the said *Humphry Morice* or his Assigns at the Island of *Jamaica* aforesaid, in full Satisfaction for purchasing the same; and also should and would, within forty Days next after the Arrival of the said Ship called the *Martha Galley* at *London*, well and truly pay, or cause to be paid unto the said *William Hurst*, his Executors, Administrators or Assigns, in full



full of all Wages and all Privileges whatsoever, the Sum of six Pounds Sterling *per* Calendar Month for every Calendar Month which should become due unto him according to the Law, Custom and Usage among Merchants in the like Voyages, and so in Proportion for a lesser Time than a Month, and the Liberty of carrying four Negroes in the said Ship from the Coast of *Africa* to the Island of *Jamaica* on his Account Freight-free : And further, that he the said *Humphry Morice*, his Executors, Administrators or Assigns, should and would, within forty Days next after the Sale and Disposal of such homeward Cargo as should be brought to *London*, well and truly pay or cause to be paid unto the said *William Hurst*, his Executors, Administrators or Assigns, for his Commission and Factorage thereof, five Pounds Sterling *per Centum* to be reckoned on the net Proceeds of all Gold, Elephants Teeth, and other Goods and Commodities as should be returned to *London* for such Part of the outward Cargo as should by the Books of Accounts kept by the said *William Hurst* and *Nebemiah Skelding* appear to be purchased during the Life-time of the said *William Hurst*, Custom and other incident Charges on Account of the said Goods (Freight excepted) being first thereout deducted : And further, that he the said *William Hurst* should have Liberty on his own Account, and not otherwise, to carry in the said Ship the said Voyage

any

any Adventure whatsoever as the said *Humphry Morice* should allow him as aforesaid; any thing in the said Articles contained to the contrary notwithstanding: And for the true Performance of every thing in the said last mentioned Articles contained on the Part of the said *Humphry Morice*, to be paid, done and performed, the said *Humphry Morice* by the same Articles bound himself, his Executors and Administrators, unto the said *William Hurst* and *Nebemiah Skelding*, and every of them, their Executors, Administrators and Assigns, and every of them in the penal Sum of 500 l. Sterling: And the said *Catherine* further says, that the said *William Hurst* and *Nebemiah Skelding*, after the Making the said Articles, to wit, on the said first Day of *August* in the Year of our Lord 1727 aforesaid, set Sail in the said Ship called the *Martha Galley*, and sailed from *London* aforesaid, to the Coast of *Africa* aforesaid and from thence to the said *West-Indies*, and *Spanish West-Indies* aforesaid, on the said Voyage; and afterwards, to wit, on the tenth Day of *Sept.* in the Year of our Lord 1728. on the said Voyage came back and safely arrived in the said Ship to *London* aforesaid, in the Parish and Ward aforesaid: And the said *William Hurst* afterwards died there, and that the said *Humphry Morice* in his Life-time did not pay or cause to be paid to the said *William Hurst* in his Life-time, or to *Susanna Hurst*, Widow, Executrix

*That Testator has not performed the Articles.*

*What due  
thereon.*

of the Testament and last Will of the said *William* after his Death, or to *Sarah Weston*, Widow, Executrix of the Testament and last Will of the said *Susanna*, after the Death of the said *Susanna*, within forty Days after the Arrival of the said Ship at *London* aforesaid, or at any Time afterwards, the said Sum of six Pounds Sterling per Calendar Month, for thirteen Calendar Months, due and payable by the said *Humphry Morice* in his Life-time to the said *William Hurst* and his Executors, in full of the Wages and Privileges of him the said *William Hurst* in the said Voyage, according to the Law, Usage and Custom of Merchants in the like Voyages, or any Part thereof, which he ought to have done according to the Form and Effect of the said Covenant of the said *Humphry* in that Behalf made; but all that Money still remains due and unpaid to the said Executrix of the said *William Hurst*: And the said *Catherine* further says, that afterwards, *to wit*, on the same Day and Year last mentioned, there were brought to *London* aforesaid, *to wit*, in the Parish and Ward aforesaid, and then and there delivered to the said *Humphry* in his Life-time of the said homeward Cargo in the said Articles mentioned, 101 Ounces, 12 Pennyweight of Gold, and four Hundred, three Quarters of a Hundred, and eleven Pounds Weight of Elephants Teeth, which said Gold and Elephants Teeth were

were returned to *London* aforesaid by the said *William Hurst* in his Life-time for such Part of the said homeward Cargo as was purchased, and by the Books of Account kept by the said *William Hurst* and *Nebemiab Skelding* appeared to have been purchased in the Life-time of the said *William Hurst*: And that afterwards, to wit, on the same Day and Year last aforesaid, at *London* aforesaid, in the Parish and Ward aforesaid, the said Gold and Teeth were sold and disposed of by the said *Humphry Morice* in his Life-time, and that the said *Humphry Morice* in his Life-time did not pay or cause to be paid to the said *William Hurst* in his Life-time, or to the said *Susanna* and *Sarah* Executrices aforesaid, or to either of them after his Death, within forty Days next after the Sale and Disposal thereof, or at any Time afterwards, the Sum of 21 l. 6 s. due and payable by the said *Humphry* in *What due* his Life-time to the said *William Hurst* *thereon.* and his Executrices, for the Commission and Factorage of the said *William Hurst* according to the Rate of 5 l. per Cent. on the net Proceeds of the said Gold and Teeth, Custom and other incident Charges (Freight excepted) being thereout first deducted, or any Part thereof, which he ought to have done according to the Form and Effect of his said Covenant in that Behalf made; but the whole Money last mentioned is still due and unpaid,



Articles in  
Force.

Penalty un-  
paid.

Pleads a  
Judgment  
recovered a-  
gainst Her as  
Executrix by  
the Indorsee  
of a foreign  
Bill of Ex-  
change drawn  
on and accepted  
by Testator.

and the said Articles still remain in their full Force and Effect no ways annulled, cancelled, or any ways satisfied; and the said 500 l. in the said Articles mentioned still remains not at all paid or satisfied. *[The Defendant in like Manner pleads several other like Articles, and then goes on]* And the said Catherine further says, that one Jacob Munickoven on the 6th Day of November New Stile (being the 26th Day of Oct. Old Stile,) in the Year of our Lord 1731. residing at Amsterdam in Parts beyond the Seas, and using Commerce then and there, according to the Usage and Custom of Merchants, made his certain Bill of Exchange bearing Date the same Day and Year, the proper Hand of the said Jacob being thereto subscribed, and directed the said Bill to the said Humphry in his Life-time then residing at London aforesaid, in the Parish and Ward aforesaid, and using Commerce, and by the said Bill required the said Humphry at two Usances and eight Days to pay that his first of Exchange to Mr. John Shuckforth, or Order, 1987 l. 10 s. Sterling, for Value received of the said John Shuckforth, and to place the same to Account, as by Advice from him the said Jacob; and the said Humphry, afterwards in his Life-time, *to wit*, on the 10th Day of November in the Year of our Lord 1731. Old Stile, at London aforesaid, in the Parish and Ward aforesaid, had Sight of the said Bill, and then and there, according

to the Usage and Custom of Merchants, accepted the said Bill, to pay the said Money in the said Bill contained, according to the Tenor of the said Bill, which said two Usances and eight Days, according to the Usage and Custom of Merchants at the said Time of making the said Bill, and also from the Time to the Contrary whereof the Memory of Man is not, have been and still are two Calendar Months and eight Days, *to wit*, at *London*, aforesaid in the Parish and Ward aforesaid; and afterwards in the Life-time of the said *Humphry*, *to wit*, on the 12th Day of *November* in the said Year of our Lord 1731. *Old Stile*, at *London* aforesaid in the Parish and Ward aforesaid, the said *John Shuckforth* by his Indorsement, his proper Hand being thereunto subscribed, made upon the said Bill according to the Usage and Custom of Merchants, appointed the Contents of the said Bill to be paid to one *John Maynard*, or Order, whereof the said *Humphry* afterwards in his Life-time, *to wit*, on the same Day and Year last aforesaid, at *London* aforesaid in the Parish and Ward aforesaid, had Notice; and by reason thereof the said *Humphry* in his Life-time, according to the Usage and Custom of Merchants, became liable to pay to the said *John Maynard* the said Sum of Money in the said Bill contained, according to the Tenor of the said Bill and Indorsement; and being so liable the said *Humphry* afterwards in his Life-time, *to wit*, on the same Day

Day and Year last abovesaid, at *London* aforesaid, in the *Parish* and *Ward* aforesaid, in Consideration thereof undertook and then and there faithfully promised the said *John Maynard* to pay him the said Sum of Money according to the Tenor of the Bill and Indorsement aforesaid, which said 1987 *l.* 10 *s.* at the Time of the Death of the said *Humphry*, were by the said *Humphry* truly and justly due and unpaid to the said *John Maynard*; and the said Money is still unpaid to him; And that the aforesaid *John Maynard* after the Death of the said *Humphry* for recovering his Damages which he had sustained by Occasion of the not paying the said Money, *to wit*, in this same Term of *St. Hilary* in the Fifth Year of his present Majesty's Reign, impleaded the said *Catherine* as Executrix of the Testament of the said *Humphry*, in the Court of our said Lord the King, before the King himself, the said Court then and now being at *Westminster* in the said County of *Middlesex*, by Bill without Writ in a certain Plea of Trespass upon the Case, upon undertaking upon the said Bill of Exchange, to the Damage of the said *John Maynard* of 2000 *l.* and it was in such Manner thereupon proceeded in the said Court of our said Lord the King before the King himself at *Westminster*, that he the said *John Maynard* afterwards, *to wit*, in this same Term of *St. Hilary* in the fifth Year aforesaid, in the said Court of our said Lord the King before the King him-

self at *Westminster* aforesaid, by the Consideration of the said Court, recovered against the said *Catherine* 1992 *l.* 10 *s.* for his Damages which he had sustained as well by Occasion of the not performing the said Promise and Undertaking, as for his Costs and Charges by him about his Suit in that Behalf expended, to be levied of the Goods and Chattels which were of the said *Humphry* at the Time of his Death in the Hands of the said *Catherine* to be administered, if she had so much in her Hands; and if she had not so much, then 100 *s.* of the said Damages for the Costs and Charges aforesaid to be levied of the proper Goods and Chattels of the said *Catherine*, whereof the said *Catherine* was convicted, as by the Record and Proceedings thereupon remaining in the said Court of our said Lord the King before the King himself at *Westminster* aforesaid more fully appears; which said Judgment still remains in its full Force and Effect no ways reversed, annulled or any ways satisfied, and the said Money by the said Judgment recovered is still due and unpaid: **And** the said *Catherine* further says, that she has fully administered all the Goods and Chattels which were of the said *Humphry* at the Time of his Death in her Hands to be administered, except Goods and Chattels to the Value of 1000 *l.* and that she the said *Catherine* has not, nor on the Day of exhibiting the said Bill of the said Governor and Company, nor at any Time

*Judgment in Force.*

*Conclusion of the Plea.*



Time afterwards had, any Goods or Chattels which were of the said *Humphry* at the Time of his Death, in the Hands of her the said *Catherine* to be administred, except the Goods and Chattels aforesaid, to the said Value of 1000*l.* which are liable to and charged with the Payment and Satisfaction of the said several Sums due and payable by the several Writings Obligatory, Articles and Judgment aforesaid: And this she is ready to verify; wherefore she prays Judgment if the said Governor and Company ought to have or maintain their said Action against her, &c.

*Replication.*

And the said Governor and Company say, that they by any thing above alledged ought not to be barred from having their said Action, because they say, that the said *Catherine* on the Day of exhibiting the said Bill of the said Governor and Company, had divers Goods and Chattels which were of the said *Humphry* at the Time of his Death in her Hands to be administred, over and above Goods and Chattels sufficient to satisfy the said several Sums due and payable by the several Writings Obligatory, Articles and Judgment aforesaid, wherewith the said *Catherine* could have satisfied the said Governor and Company their said Damages aforesaid, *to wit*, at London aforesaid in the Parish and Ward aforesaid; And this they pray may be inquired of by the Country; And the said *Catherine* likewise. And upon this the said Governor and

*Issue.*

*Sheriff's challenged.*

and Company say, That *Thomas Pindar*, Esq; in his own proper Right, has Right, Title and Interest to Part and Share of the Principal Stock of the said Governor and Company, to the Value of 1500 *l.* and now is a true Proprietor of the said Stock, and that the said *Thomas Pindar* is, and for the Space of three Months last past has been, one of the Members of the said Company; and that *Samuel Russel*, Esq; in his own proper Right, has Right, Title and Interest to Part and Share of the principal Stock of the said Governor and Company, to the Value of 1000 *l.* and now is a true Proprietor of the said Stock, and that the said *Samuel Russel* is, and for the Space of three Months last past has been, one of the Members of the said Company; and that the said *Thomas Pindar* and *Samuel Russel* now are and for the Space of four Months last past have been Sheriffs of *London* aforesaid: And this they are ready to verify; and for that Cause the said Governor and Company pray the Writ of *Venire to the* our said Lord the King to cause to come *Coroner prayed* here Twelve, &c. to try the said Issue joined *and granted.* between the said Parties, to be directed to the Coroners of the City of *London* aforesaid; and because the said *Catherine* does not deny, but acknowledges the said Allegation of the said Governor and Company, it is granted to them. **Therefore** let a Jury thereupon come before our Lord the King at *Westminster* on *Venire faci-* Saturday next after the Octave of the Pu- *-s.* rification of the Blessed Virgin *Mary*, and who

Coronator  
non misit  
breve.

Continuance.

Distringas.

who are in no wise of Kin either to the said Governor and Company, or to the said *Catherine*, to take Cognizance upon their Oaths of the whole Truth of the Premises ; because as well the said *Catherine*, as the said Governor and Company, have put themselves upon that Jury. The same Day is given to the Parties aforesaid at the same Place : At which Day before our Lord the King at *Westminster* came the Parties aforesaid by their Attornies aforesaid ; and the Coroner of *London* did not return the said Writ, nor did he do any thing thereupon : Therefore let a Jury thereupon, as before, come, before our Lord the King at *Westminster* on *Wednesday* next after fifteen Days from the Day of *Easter*, and who are in no wise of Kin either to the said Governor and Company or to the said *Catherine*, to take Cognizance upon their Oaths of the whole Truth of the Premises ; because as well the said *Catherine* as the said Governor and Company have put themselves upon that Jury. The same Day is given to the Parties aforesaid at the same Place : At which Day before our Lord the King at *Westminster* came the Parties aforesaid by their Attornies aforesaid ; and the Coroner of *London* did not return the said Writ, nor did he do any thing thereupon : Therefore &c. (the *Venire facias* was continued in the same Manner by Coronator non misit breve to *Trinity Term* 1734.) Afterwards the Process being continued between the Parties

ties aforesaid of the Plea aforesaid, by the Jury being respited between them before our Lord the King at *Westminster* until *Wednesday* next after three Weeks from the Day of *St. Michael* then next following, unless the King's Right trusty and Well beloved *Philip* Lord *Hardwicke*, his Chief Justice assigned to hold Pleas before the King himself, shall first come on *Friday* the 5th Day of *July* at the *Guildhall* of the City of *London*, according to the Form of the Statute in such Case made and provided, for Default of the Jurors, because none of them did appear : At which Day before our Lord the King at *Westminster* the aforesaid Governor and Company come by the aforesaid their Attorney aforesaid ; and the aforesaid Chief Justice, before whom the said Issue was tried, sent thither his Record had in these Words, **Afterwards**, that is to say, on the Day Postea. and at the Place within contained, before *Philip* Lord *Hardwicke*, the Chief Justice within written, *Carleton Haywood*, Gent. being associated unto the said Chief Justice by Force of the Statute in that Case made and provided, came as well the within-named Governor and Company of the Bank of *England* by their Attorney within contained, as the within-named *Catherine Morice* by her Attorney within named ; and the Jurors of that Jury having been summoned likewise come, to wit, *Solomon Merritt*, *Richard Bodiwate*, *James Randall*,  
*John*



Special Ver-  
dict.

*John Allen, John Aston, Gilbert Malcher, James Lock, Benjamin Bond, Humphry Duncalf, Slingsby Bethell, Philip Smith and John Le Quefne*, who being chosen, tried and sworn to declare the Truth of the Issue within contained, upon their Oath say, **That** *Humphry Morice* within mentioned was at the Time of his Death, which happened on the 16th Day of *November* which was in the Year of our Lord 1731. indebted to the Plaintiffs the said Governor and Company of the Bank of *England*, in the Sum of 28993 *l. 8 s. 1 d.* for so much Money by the said *Humphry Morice* in his Life-time had and received to the Use of the said Plaintiffs; and the said Jurors upon their Oath further say, that the Money due at the Death of the said *Humphry Morice* for principal Money and Interest of the Sums mentioned in the several Conditions of the within mentioned Bond from *Humphry Morice* to *Sir William Morice, Bart.* and on the within-mentioned Bonds to *Thomas Wilson* and *Duncan Campbell, Esqrs.* together with the several penal Sums of all the other Specialties within pleaded, and the Money recovered by the Judgment within pleaded, amount together to the Sum of 22182 *l. 10 s.* which said Sum of 22182 *l. 10 s.* or any Part thereof, was not paid at the Time of Pleading the within contained Plea of the said Defendant, but then remained due and unsatisfied, and that the Defendant *Catherine Morice*, at the Day of exhibiting

the said Plaintiff's Bill against her within-  
mentioned, had Assets in her Hands of  
the said *Humphry Morice* to the Value of  
41152 l. 2 s. 5 d. and the said Jurors upon  
their Oath further say, that on the afore-  
said Day of the Death of the said *Humphry  
Morice* there was justly due and owing from  
him to the said Sir *William Morrice*, of the  
Sum payable by the Condition of his Bond  
within mentioned, and for all Interest due  
by the said Condition, the Sum of 6530 l.  
and that there was due to the said *Thomas  
Wilson* from the said *Humphry Morice* on the  
said Day of his Death, for the principal  
Sum mentioned in the Condition of his  
Bond, and for all Interest thereof, the Sum  
of 2520 l. and that there was due to the  
said *Duncan Campbell* from the said *Hum-  
bry Morice* on the aforesaid Day of his  
Death, for the principal Sum mentioned  
in the Condition of his Bond, and for all  
Interest thereof, the Sum of 1540 l. as the  
said *Catherine Morice* has alledged in the  
Plea within mentioned : And the said Ju-  
rors upon their Oath further say, that on  
the Day of exhibiting the said Plaintiff's  
Bill against the said *Catherine Morice*, she  
the said *Catherine* had not in her Hands As-  
sets of the said *Humphry Morice* sufficient to  
discharge the Penalties of the within men-  
tioned three Bonds to Sir *William Morice*,  
*Thomas Wilson*, and *Duncan Campbell*, and  
that the said Penalties or any of them were  
not then paid, nor discharged nor satis-  
fied : And the said Jurors upon their Oath  
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further say, that deducting the above-mentioned Sum of 22182 *l.* 10 *s.* out of the said Sum of 41132 *l.* 2 *s.* 5 *d.* there remained in the Hands of the said *Catherine Morice*, on the Day of exhibiting the Plaintiffs said Bill against her, the Sum of 18969 *l.* 12 *s.* 5 *d.* Assets of the said *Humphry Morice*, liable to satisfy the aforesaid Debt of 28993 *l.* 8 *s.* 1 *d.* found due to the Plaintiffs as aforesaid, if the penal Sums in the aforesaid three Bonds to Sir *William Morice*, *Thomas Wilson* and *Duncan Campbell*, ought not in this Case to be allowed as Charges upon the Assets of the said *Humphry Morice*; but whether the said three penal Sums ought to be allowed in this Case as Charges upon the said Assets or not, the said Jurors know not; and thereupon they pray the Advice of the Court here in the Premises, if upon the whole Matter aforesaid it shall appear to the Court, that the said three penal Sums ought not in this Case to be allowed as Charges upon the said Assets, then the said Jurors upon their Oath say, that as to the 32d Promise laid in the Plaintiffs Declaration within mentioned, the within mentioned *Humphry Morice* was indebted in his Life-time and on the Day of his Death to the Plaintiffs the Governor and Company of the Bank of *England* in the said Sum of 28993 *l.* 8 *s.* 1 *d.* being Money had and received by the said *Humphry Morice* to the Use of the said Plaintiffs and assess their Damages upon the aforesaid

said 32d Promise at 28993 *l.* 8 *s.* 1 *d.* and 40 *s.* for Costs ; And further say, that in such Case the within mentioned *Catherine Morice* had, on the Day of exhibiting the Plaintiffs Bill aforesaid, *Assets* in her Hands of the said *Humphry Morice* liable to the Demands of the said Plaintiffs to the Value of 18969 *l.* 12 *s.* 5 *d.* and as to all the other Promises mentioned in the Plaintiffs Declaration aforesaid, they say, that the said *Humphry Morice* did not make such other Promises as therein mentioned, as the said *Catherine Morice* has by pleading alledged. But if upon the whole Matter found, it shall appear to the said Court that the penal Sums in the said three Bonds ought in this Case to be allowed as Charges upon the said *Assets*, then the said Jurors say, that the within mentioned *Catherine Morice* had not, on the Day of exhibiting the said Plaintiffs Bill against her, any *Assets* of the said *Humphry Morice* in her Hands liable to the Demand of the said Plaintiffs, as she the said *Catherine* hath by her Plea within alledged in her Defence :

And because the Court of our said Lord Curia advised  
the King now here is not yet advised *Curia advised*  
what Judgment to give of and concerning *Curia Vult*,  
the Premises, a Day is given to the said  
Parties that they be before the Lord the  
King at *Westminster* on *Thursday* next after  
the Octave of *St. Hilary*, to hear their  
Judgment thereon, because the said Court  
of our said Lord the King now here is not  
yet advised thereof.

T 2

Wednesday



Wednesday next after the Octave of  
the Purification of the Virgin Mary  
in the 9th Year of King George  
the Second.

*Rule for Judgment on the  
Special Verdict.*

**I**T is Ordered that Judgment be entered for the Plaintiffs, and the Court being of Opinion, that the penal Sums in the two Bonds to *Thomas Wilson* and *Duncan Campbell* in the Pleadings in this Cause mentioned ought to be allowed as Charges upon the Assets of *Humphry Morice* the Defendant's Testator, and the penal Sum in the Bond to *Sir William Morice* in the said Pleadings also mentioned ought not to be so allowed, but that only the principal Sum of five thousand Pounds payable on the twenty-fourth Day of *June* one thousand seven hundred and thirty-two, and the farther Sum of one thousand five hundred Pounds payable on the twenty-fourth Day of *June* One thousand seven hundred and thirty-three, mentioned in the Condition of the said Bond to *Sir William Morice*, with all Interest for the two last mentioned Sums from the twenty-fourth Day of *June* One thousand seven hundred and thirty-one to the respective Days of Payment thereof, ought in this Case to be allowed as Charges upon the Assets of the said *Humphry Morice*, by the Assent of the said Plaintiffs, the Sum of four thousand three hundred and ten Pounds

Pounds being deducted out of the Sum of eighteen thousand nine hundred and sixty-nine Pounds twelve Shillings and Five-pence in the said Pleadings also mentioned. *It is further ordered*, that Judgment be entered for fourteen thousand six hundred and fifty-nine Pounds twelve Shillings and Five-pence, Assets of the said *Humphry Morice*, in the Hands of the said Defendant. Upon the Motion of Mr. *Strange*.

*By the Court.*

*Michaelmas Term in the  
Year of, &c.*

London, *William Halford* complains of *For Words*  
to wit, *Samuel Flower*, in the Custody *Spoke of a Dyer*  
of the Marshal of the *Marshalsea* of our *in the Way of*  
Lord the King, before the King himself, *his Trade.*  
for that, *to wit*, that *whereas* the said  
*William Halford* is a good, true, faithful,  
credible and honest Subject and Leigeman  
of our said Lord the now King, and has  
from his Birth hitherto behaved and car-  
ried himself as a good, true, faithful and  
honest Subject ; and whereas the said *Wil-*  
*liam* now uses and exercises, and for the  
space of several Years last past has used  
and exercised, the Art or Mystery of a  
Dyer, and now is, and for divers Years last  
past has been a Freeman of the City of  
London, and the said Art and Mystery in  
buying, selling, bargaining, working, la-  
bouring

bouring and other such-like Things belonging to the said Art or Mystery of a Dyer, with Divers Subjects of our said Lord the King, as well within the said City as elsewhere within the Kingdom of *Great Britain*, for the whole Time aforesaid has used and exercised, and still exercises without any Falsity, Fraud, Theft, Felony or other noxious Crime, Stain or Question or Suspicion whatsoever, and has behaved himself honestly and justly in all his Affairs, Contracts and Businesses, and obtained and got great Gain and Profit by the Way of buying, selling, bargaining, working, and labouring in the said Art or Mystery of a Dyer, to the handsome Maintenance of the said *William Halford* and his Family, and very great Increase of his Riches; yet the said *Samuel* not being ignorant of the Premises, but greatly envying the said happy State of the said *William Halford*, and contriving and most wickedly intending intirely to deprive the said *William Halford* of his good Name, Fame, Credit and Reputation, and also to bring him into an ill Name, Fame, Discredit and extreme Displeasure among his Neighbours and other Subjects of our said Lord the present King by whom the said *William Halford* is known and to damage him in his Business, on the seventh Day of *July* in                      Year of the Reign of our said Lord the present King at *London* aforesaid, to wit, in the Parish of *St. Mary le Bow* in the Ward of *Cheape* having

having Discourse with divers Subjects of our said Lord the present King, concerning the said *William Halford* and his Art or Mystery aforesaid, openly said, and with a loud Voice pronounced of the said *William Halford*, in the Presence and Hearing of divers Subjects of our Lord the present King, certain false, feigned, scandalous, opprobrious and defamatory Words, purporting, that the said *William Halford* used to defraud them, who intrusted him with their Goods to be dyed in his said Art of a Dyer, of such their Goods, and converted the same to his own proper Use: **And also whereas** the said *Samuel*, of his further Malice, on the same Day and Year at *London* aforesaid in the Parish and Ward aforesaid, having Discourse with divers Subjects of our said Lord the present King concerning the said *William Halford* and his said Art and Mystery, openly in the Presence and Hearing of the said several Subjects of our said Lord the present King said of the said *William Halford*, that the said *William* used to defraud those, who intrusted him with their Goods to be dyed in his said Art of a Dyer, of such their Goods, and convert the same to his own proper Use: **And also whereas** one *William Henley* had intrusted the said *William Halford* with two Pieces of Shalloon to be died by the said *William Halford* in his said Art of a Dyer, the said *Samuel* of his further Malice, on the same Day and Year, at *London* aforesaid in the Pa-

Verba purportantia.



Verba pur-  
portantia.

rish and Ward aforesaid, having Con-  
versation of the said *William Halford*, spoke  
of the said *William Halford*, in the Presence  
and Hearing of divers Subjects of our said  
Lord the present King, other false, scan-  
dalous and opprobrious Words, purport-  
ing that the said *William Halford* had  
taken off the Seals from the said two Pieces  
of Shalloon with Intent to defraud the  
said *William Henley*, and that the said *Wil-  
liam*, after the said two Pieces were died,  
sold the same to one Mr. *Saunders* for his  
the said *William Halford's* own Use : **And**  
**also whereas** the said *William Henly* had  
intrusted the said *William Halford* with two  
other Pieces of Shalloon to be dyed by  
the said *Halford* in his said Art of a Dyer,  
the said *Samuel* of his further Malice, on  
the same Day and Year, at *London* afore-  
said in the Parish and Ward aforesaid,  
having Discourse concerning the said *Wil-  
liam Halford*, openly in the Presence and  
Hearing of divers Subjects of our said  
Lord the present King, said of the said  
*William Halford*, that the said *William*  
*Halford* had taken off the Seals from the  
said two Pieces of Shalloon with Intent to  
defraud the said *William Henly*, and that  
the said *William Halford* after the said two  
Pieces were dyed sold the same to one Mr.  
*Saunders* for his the said *William Halford's*  
own Use : **And whereas** one *John Bare-  
block* had intrusted the said *William Hal-  
ford* with one Piece of Shalloon to be dyed  
by the said *William Halford* in his said Art

of a Dyer, the said *Samuel* afterwards of his further Malice, on the same Day and Year, at *London* aforesaid in the Parish and Ward aforesaid, having Discourse concerning the said *William Halford*, in the Presence and hearing of divers Subjects of our said Lord the present King, said certain other false, scandalous and opprobrious Words of the said *William Halford*, purporting that the said *William Halford* had taken the said Piece of Shalloon of the said *John Bareblock*, and had died it black, and had given it to his Taylor to be sold for his the said *William Halford's* Benefit, and had defrauded the Owner (meaning the said *John Bareblock*) thereof: **And also whereas** the said *Bareblock* had intrusted the said *William Halford* with one other Piece of Shalloon to be dyed by the said *William Halford* in his said Art of a Dyer; the said *Samuel* afterwards of his further Malice, on the same Day and Year, at *London* aforesaid in the Parish and Ward aforesaid, having Discourse concerning the said *William Halford* in the Presence and Hearing of divers Subjects of our said Lord the present King, said of the said *William Halford*, that the said *William Halford* had taken the said Piece of Shalloon of the said *John Bareblock's*, and had dyed it black, and had given it to his Taylor to be sold for his the said *William Halford's* Benefit, and had defrauded the Owner (meaning the said *John Bareblock*) thereof: **By Means** of the speaking and publishing of which

Verba purportantia.

which said several false, feigned, scandalous and defamatory Words, the said *William Halford* is very much hurt, scandalized and injured in his good Name, Fame, Credit, Reputation, and in his said Business: And the said *William Halford* has thereby lost divers Sums of Money and great Profit, and is very much hindered in transacting his lawful Business: Therefore the said *William* says he is injured, and has Damage to the Value of two hundred Pounds: And thereupon he brings Suit, &c.

Pledges, &c.

*Hilary Term in the Thirteenth Year of the Reign of King George the Second.*

*Cooke.*

C. B. Declaration for Words.

*Kent, W. M.* late of C. in the said County to wit, *W. M.* was attached to answer to *F. R.* in a Plea of Trespass on the Case, &c. and whereupon the said *Francis* by his Attorney complains, that **whereas** he the said *Francis* is a good, true, pious, faithful and honest Subject of this Kingdom and as a good, true, pious, faithful and honest Subject of this Kingdom hath hitherto demeaned and behaved himself and as a good, true, pious, faithful and honest Subject of this Kingdom from the Time of his Nativity until the speaking uttering

uttering and publishing of the scandalous, false, malicious and defamatory Words first herein after mentioned to be spoken of the said *Francis*, was reputed and esteemed among all faithful and honest Subjects of this Kingdom with whom he dealt and conversed, and to whom he was known, and never was guilty of Theft, Robbery, Fraud, or any such hurtful and odious Crimes, nor until the speaking, uttering and publishing of the false, scandalous, malicious and defamatory Words herein after first mentioned of the said *Francis*, was ever suspected to be guilty of those Crimes or any of them; And the said *Francis*, by Reason of his good Name, Fame and Reputation aforesaid, had obtained the Love and Good-will of all his Neighbours and other faithful and honest Subjects of this Kingdom with whom he conversed and had Dealings: **Nevertheless** the said *William* well knowing the Premises, but contriving and maliciously and wickedly intending to injure, defame and slander the said *Francis*, and to deprive him of his good Name, Fame, Credit and Reputation aforesaid, and bring him into Scandal, Contempt and Reproach, as well among all his Neighbours, and Friends, as other faithful and honest Subjects of this Kingdom and to cause him to be punished according to the Laws of this Kingdom, made and provided against Theft, Robbery, Felony and Fraud, on the Eighteenth Day of *March* in the Year of



of our Lord One thousand seven hundred and thirty-eight at *Chatham* aforesaid, in a certain Discourse which the said *William* then and there had with divers Subjects of this Kingdom of and concerning the said *Francis*, did falsely, wickedly and maliciously speak, utter and publish of and concerning the said *Francis*, in the Presence and Hearing of those Subjects, certain false, scandalous, malicious and defamatory Words, *to wit*, *He* (meaning the said *Francis*) *is an old Rogue and has robbed me* (meaning him the said *William*); And the said *William* of his further Malice prepered against the said *Francis* afterwards, *to wit*, on the same Day and Year, at *Chatham* aforesaid, in a certain other Discourse which the said *William* then and there had with divers other Subjects of this Kingdom of and concerning the said *Francis*, did falsely, wickedly and maliciously, and without any reasonable or probable Cause whatsoever, publish and declare in the Presence and Hearing of those Subjects, *that the said Francis had robbed him*; by Reason of the speaking, uttering and publishing which said several false, scandalous, malicious and defamatory Words so spoken, uttered and published by the said *William* of the said *Francis* as aforesaid, and of the publishing of the said Slander, he the said *Francis* is greatly hurt, injured, prejudiced and damnified in his good Name, Fame, Credit and Reputation: And

whereas

whereas he the said *Francis* now is, and for divers Years now last past has been, Servant of our Sovereign Lord the King, and Foreman of the King's Yard at *Chatham* afore said, and has behaved himself well and honestly in his said Office: Nevertheless the said *William* well knowing the Premisses, but contriving and maliciously intending to defame and injure the said *Francis*, and to deprive him of his said Office, whilst he the said *Francis* was in his said Office of Foreman of the King's Yard at *Chatham* afore said, to wit, on the Day and Year afore said, at *Chatham* afore said, in a certain Discourse which the said *William* then and there had with divers Subjects of this Kingdom of and concerning the said *Francis*, did fallibly, wickedly and maliciously speak, utter and publish of and concerning the said *Francis* and his Behaviour in the Execution of his said Office in the Presence and Hearing of those Subjects, certain false, scandalous, malicious and detestable Words, to wit, that his Master R. (meaning and pointing at the said *Francis*) that old Villain and Rascal, who is a good-for-nothing old Rascal, and not fit to be employed in the King's Service: And the said *William* of his further Malice premeditated against the said *Francis* afterwards, to wit, on the same Day and Year at *Chatham* afore said, in a certain other Discourse which the said *William* then and there had with divers other Subjects of this Kingdom of and concerning

ing the said *Francis* and his Behaviour in the Execution of his said Office, did falsely, wickedly and maliciously speak, utter and publish of and concerning the said *Francis* and his Behaviour in the Execution of his said Office, in the Presence and Hearing of those Subjects, certain other false, scandalous, malicious and defamatory Words, *to wit*, He (meaning the said *Francis*) *is a good-for-nothing old Rascal, and not fit to be employed in the King's Service*: And the said *William* of his further Malice prepensed against the said *Francis* afterwards, *to wit*, on the same Day and Year at *Chatham* aforesaid in a certain other Discourse, which the said *William* then and there had with divers other Subjects of this Kingdom, of and concerning the said *Francis* and his Behaviour in the Execution of his said Office, did falsely, wickedly and maliciously, and without any reasonable or probable Cause whatsoever, publish and declare in the Presence and Hearing of those Subjects *that the said Francis cheated and defrauded his Majesty in the Execution of his said Office*; whereas the said *Francis* is not thereof guilty; by reason of the speaking, uttering and publishing of which said several false, scandalous, malicious and defamatory Words, thirdly and fourthly above mentioned so spoken, uttered and published by the said *William* of the said *Francis*, and of the publishing the said Slander lastly above mentioned, he the said *Francis* is greatly hurt, prejudiced and injured.

injured in his good Name, Fame and Reputation, to the Damage of the said *Francis* of two Hundred Pounds: And thereupon he brings Suit, &c.

And the said *William* by *T. H.* his Attorney comes and defends the Wrong and Injury, when, &c. and saith that he is not guilty of the Premises as the said *Francis* above in his Declaration hath alledged against him: And of this he puts himself upon the Country; and the said *Francis* does so likewise: Therefore the Sheriff is commanded that he cause to come here, on the Octave of the Purification of the blessed *Mary*, twelve Good, &c. by whom, &c. and who neither, &c. to recognize, &c. because as well, &c.

*Hilary Term in the Fourteenth Year of King George the Second.*

*To the Justices of our Lord the King of the Bench.*

*Cooke.*

London, *Ralph Readnel*, Gent. one of the to wit, Attorneys of the Court of our Lord the King, before the King himself, by *John Scholey* his Attorney, complains of *Bramstone Seawell*, Gent. one of the Attorneys of the Court of the said Lord the King of the Bench here, present here in Court in his own proper Person, in a Plea of Trespass on the Case; For that where- as well by the King's Royal Dig-

*C. B. Bill against an Attorney of the C. P. at the Suit of an Attorney of the K. B. for causing Plaintiff to be arrested contrary to his Privilege, &c. on a Ca. ad respondendum at the Defendant's Suit.*

nity,



nity as by antient Custom, from Time whereof the Memory of Man is not to the contrary, all and singular the Attorneys of the said Court of the said Lord the King before the King himself attending the same Court, and prosecuting and defending Suits therein for their Clients, have not nor ought to be sued or impleaded elsewhere than in the said Court of the said Lord the King before the King himself (Pleas of Freehold only excepted): **And whereas** he the said *Ralph* now is, and for diverse Years now last past hath been, one of the Attorneys of the said Court of the said Lord the King before the King himself attending the said Court, and prosecuting and defending Suits therein for his Clients: **Nevertheless** the said *Bramstone* well knowing the Premisses, but contriving and maliciously intending to injure and oppress the said *Ralph* contrary to the said Custom and his said Privilege, whilst he the said *Ralph* was one of the Attorneys of the said Court of the said Lord the King before the King himself as aforesaid, and whilst he the said *Bramstone* was one of the Attorneys of the said Court of the said Lord the King of the Bench here, *to wit*, on the fourth Day of *August* in the fourteenth Year of the Reign of the said Lord the King, did wrongfully and maliciously cause and procure the said *Ralph* to be arrested and held to Special Bail in *London* aforesaid by the then Sheriffs of *London* aforesaid, by Vir-

tue of a Writ of the said Lord the King of *Capias ad respondendum*, issuing out of the Court of our said Lord the King of the Bench here, at the Suit of the said *Bramstone*, and directed to the then Sheriffs of *London* aforesaid, for the arresting of the said *Ralph* in a certain Plea of Trespass, and also in a certain Plea of Trespass upon the Case upon Promise, to the Damage of the said *Bramstone* of 30 l. By Reason whereof the said *Ralph* was imprisoned by the said Sheriffs of *London* for a long Time, *to wit*, for the Space of twelve Hours, for want of Bail for his Appearance to answer to the said *Bramstone* in his Pleas aforesaid, and was put unto and sustained great Expences in and about procuring his Discharge from his said Imprisonment, to the Damage of the said *Ralph* of forty Pounds : And thereupon he prays Relief, &c.

Pledges, &c.

On Reference to Mr. C. by Consent of both Sides he awarded, that the Defendant should pay Plaintiff 10 l. 10 s. and Proceedings to stay.

*Pleas in the Exchequer Chamber at Westminster before Sir Lawrence Carter, Knight, Sir William Thompson, Knight, and William Fortescue, Esq; three of the Barons of the Exchequer of our Sovereign Lord the King, of the Degree of the Coif, on Saturday the Thirteenth Day of May in the Eleventh Year of the Reign of King George the Second, &c.*

*Entry of a Writ of Error returnable in the Exchequer Chamber.*

OUR Sovereign Lord the King hath sent to his Trusty and Well-beloved Sir *William Lee*, Knight, his Majesty's Chief Justice appointed to hold Pleas in his Majesty's Court before the King himself, his Writ closed in these Words, *to wit, George the Second*, by the Grace of God, of *Great Britain, France and Ireland* King, Defender of the Faith, &c. To our Trusty and Well-beloved Sir *William Lee*, Knight, our Chief Justice appointed to hold Pleas before Us, Greeting: Whereas by the Statute made in the Parliament holden at *Westminster* the twenty-third Day of *November* in the twenty-seventh Year of the Reign of the Lady *Elizabeth*, late Queen of *England*, it was by the Authority of the same Parliament amongst other Things enacted, that when any Judgment at any Time then after should be given in the Court of King's Bench in any Suit or Action of Debt, Detinue, Covenant, Account

Account, Action upon the Case, Ejectment or Trespass first commenced or to be commenced there, other than such only where we should be a Party, the Plaintiff or the Defendant against whom such Judgment should be given, may at his Election sue forth out of the Court of Chancery a Special Writ of Error to be devised in the said Court of Chancery, directed to the Chief Justice of the said Court of King's Bench for the Time being, commanding him to cause the Record and all Things touching the said Judgment, to be brought before the Justices of the common Bench and the Barons of the Exchequer into the Exchequer Chamber, there to be examined by the said Justices of the Common Bench and Barons aforesaid which said Justices of the Common Bench, and such Barons of the Exchequer as are of the Degree of the Coif, or six of them at the least, by Virtue of the said Act shall therupon have full Power and Authority to examine all such Errors as shall be assigned or found in or upon such Judgment, and thereupon to reverse or affirm the said Judgment as the Law shall require, other than for Errors to be assigned or found for or concerning the Jurisdiction of the said Court of King's Bench, or any want of Form in any Writ, Return, Complaint, Bill, Declaration, or other Pleading, Process, Verdict or Proceeding whatsoever; and that after the said Judgment shall be affirmed or reversed, the said Record, and all Things

U 2 touching



touching the same, shall be removed and brought back into the said Court of King's Bench, that such further Proceedings may be made thereupon as well for Execution as otherwise, as shall appertain, as in the said Statute is more fully contained ; And forasmuch as in the Record and Process, as also in giving of Judgment in a Plaint which was before Us by Bill between *Stephen Conning* and *Joseph Sabine*, Esq; of a certain Trespass and Assault done to the said *Stephen* by the said *Joseph*, as it is said, manifest Error hath intervened, to the great Damage of the said *Joseph*, as by his Complaint we are informed, which said Error no ways toucheth Us or the Jurisdiction of the said Court of the said Bench, or any want of Form in any Writ, Return, Plaint, Bill, Declaration, or other Pleading, Process, Verdict or Proceeding whatsoever, as we are inform'd. We therefore, willing that the said Error, if any be, be duly amended according to the Form of the said Statute, and full and Speedy Justice done to the said Parties in this Behalf, do command you, that if Judgment be given thereupon, that then you cause the Record and Process aforesaid, with all Things touching the same, to come before the said Justices of the Common Bench, and Barons of our said Exchequer, into our Exchequer Chamber on *Saturday* the thirteenth Day of *May* next ensuing, that the said Justices and Barons viewing and examining the Re-

cord

cord and Process aforesaid, may cause further to be done therein as of Right and according to the Form of the said Statute shall be meet to be done : Witneis ourself at *Westminster*, the Twenty-sixth Day of *April* in the Eleventh Year of our Reign.

*The Answer of Sir William Lee, Knight, Chief Justice within named.*

The Record and Process of the Plaint, <sup>*The Return of the Writ of Error.*</sup> whereof mention within is made, with all Things touching the same, to the Justices and Barons within specified, at the Day and Place within contained, I certify in a certain Schedule to this Writ annexed, as to me is within commanded.

*William Lee.*

*Pleas before our Lord the King at The Trans-*  
*Westminster, of the Term of St. Michael in the Eleventh Year of the*  
*Reign of our Sovereign Lord George*  
*the Second, by the Grace of God, of*  
*Great Britain, France and Ireland*  
*King, Defender of the Faith, and in*  
*the Year of our Lord 1737.*

Roll 482.

*London, Stephen Conning puts in his Place Warrant of*  
*Arthur Stone his Attorney, a- Attorney for*  
*gainst Joseph Sabine, Esq; of a Plea of the Plaintiff.*  
*Trespass, Assault and Imprisonment.*

U 3

*London.*

For the Defendant.

Memorandum of the same Term.

Declaration on an Action brought by a Master Carpenter of the Office of Ordnance against General Sabine, Governor of Gibraltar, for causing the Plaintiff to be tried by a Court Martial there to which not subject, and to undergo the Sentence thereof, viz. to receive 300 Lashes, and to leave the Place and his Employment.

London. Joseph Sabine, Esq; puts in his Place Robert Crosby his Attorney, against Stephen Conning, in the Plea aforesaid.

London. Be it remembered, that on Monday next after three Weeks of St. Michael in this same Term, before the Lord the King at Westminster came Stephen Conning by Arthur Stone his Attorney, and brought here in the Court of the said Lord the King then there his certain Bill against Joseph Sabine, Esq; in the Custody of the Marshal, &c. of a Plea of Trespass, Assault and Imprisonment; and there are Pledges of Prosecuting, to wit, John Doe, and Richard Roe; which said Bill follows in these Words. London. Stephen Conning complains of Joseph Sabine, Esq; in the Custody of the Marshal of the Marshalsea of our Sovereign Lord the King, before King himself; **For that** the said Joseph Sabine on the twenty-ninth Day of May in the Year of our Lord 1735. at Gibraltar, to wit, at London in the Parish of St. Mary le Bow in the Ward of Cheap, with Force and Arms, to wit, with Staves, Swords and Whips, made an Assault upon the said Stephen, and beat, wounded and treated him ill, and without any reasonable Cause, and against the Law of England, imprisoned the said Stephen, and kept and detained him in Prison there for a long Time, to wit, for the

Space

Space of 20 Days, and tied the said *Stephen* to a public Whipping-Post, and with Whips struck divers, *to wit*, three hundred Strokes or Lashes upon the naked Body of the said *Stephen*, and kept and confined the said *Stephen* so whipt and wounded in Prison for a long Time, *to wit*, for the Space of two Mouths; whereby the said *Stephen* during all that Time underwent great Pain and Hardship, and was in Danger of losing his Life, and also was hindered from using and exercising his Employment and Business of a Carpenter, and from acquiring thereby large Sums of Money; **And also** that the said *Joseph Sabine* afterwards, *to wit*, on the second Day of *August* in the Year aforesaid, at *Gibraltar* aforesaid, *to wit*, at *London* in the Parish and Ward aforesaid, with Force and Arms, &c. against the Will of the said *Stephen*, compelled and forced the said *Stephen* to depart from and leave *Gibraltar* aforesaid; by reason whereof the said *Stephen* was not only put to great Expence and Trouble, and the Goods and Effects of the said *Stephen* there, of the Value of five hundred Pounds, were diminished, lost and consumed, and the Family of the said *Stephen* there brought to Want and great Distress; but also the said *Stephen* was totally deprived of Proceeding in and exercising the Business of a Master Carpenter of the Office of Ordnance at *Gibraltar* aforesaid, in which he was retained and employed; And then and there did



other Injuries to the said *Stephen*, against the Peace of the present King, and to the Damage of the said *Stephen* 10,000 l. And therefore he brings Suit, &c.

*Plea.*

*Not guilty.*

*Issue.*

*Venire awarded.*

*Continuance  
by Vic. non  
misit Breve.*

*Process continued.*

And the said *Joseph* by *Robert Crosby* his Attorney comes and defends the Force, Injury and Damages, and whatever else he ought to defend, when and where the Court will take the same into Consideration, and saith, that he is in no wise guilty of the Premisses above laid to his Charge, as the said *Stephen* above complains against him: And of this he puts himself upon his Country; And the said *Stephen* likewise, &c. Therefore let a Jury come thereupon before the Lord the King at *Westminster* on *Monday* next after fifteen Days of *St. Martin*, and who neither, &c. to recognize, &c. because as well, &c. The same Day is given to the Parties aforesaid there, &c.

At which Day before the Lord the King at *Westminster* came the Parties aforesaid by their Attornies aforesaid, and the Sheriffs did not send the Writ, nor did they do any thing thereupon: Therefore as before let a Jury come before the Lord the King at *Westminster* on *Monday* next after the Octave of the Purification of the Blessed Virgin *Mary*, and who neither, &c. to recognize, &c. because as well, &c. The same Day is given to the Parties aforesaid, there, &c. Afterwards the Process is thereupon continued between the Parties aforesaid of the Plea aforesaid, by the Jury between them being respited before our Lord

Lord the King at *Westminster* until *Wednesday* next after 15 Days from *Easter Day* then next following, unless the King's Right trusty and well beloved Sir *William Lee*, Knt. Chief Justice of our Lord the King, assigned to hold Pleas in the Court of our said Lord the King before the King himself, shall first come on *Wednesday* the 15th Day of *February* at the Guildhall of the City of *London* aforesaid, by Form of the Statute, &c. for Default of the Jurors, &c. At which Day before our Lord the King at *Westminster* came the said *Stephen Conning*, and the said Chief Justice, before whom, &c. sent here his Record before him had in these Words, *to wit*, **After- Postea.**  
**wards** at the Day and Place within contained, before Sir *William Lee*, Knt. Chief Justice within named, having associated to him *John Skynner*, Gent. by Form of the Statute, &c. came the within named *Stephen Conning* by his Attorney within named, and the within named *Joseph Sabine*, Esq; although solemnly required, came not, but made Default: Therefore let the Jurors of the Jury within mentioned be taken against him by Default; and the Jurors of that Jury being summoned came, who to say the Truth of the within Contents being chosen, tried and sworn, say upon their Oaths, that the said *Joseph Sabine* is guilty of the Premisses within laid to his Charge in Manner and Form as the said *Stephen* within complains against him, and assess the Damages of the said *Stephen*, by reason of the Premisses within

*Verdict for the Plaintiff by Default.*

*Judgment  
signed the 5th  
of May 11  
George 2.*

within mentioned, over and above his Costs and Charges by him about his Suit in this Behalf expended, to seven hundred Pounds, and for those Costs and Charges to forty Shillings: **Therefore** it is considered, that the said *Stephen Conning* recover against the said *Joseph Sabine* his said Damages by the said Jury in Form aforesaid assessed, and also ninety-four Pounds for his said Costs and Charges, by the Court of our said Lord the King now here adjudged of Increase to the said *Stephen* by his Assent, which Damages amount in the whole to seven hundred and ninety-six Pounds.

*Day given to  
assign Errors.*

**And** thereupon came here into Court in the said *Exchequer* Chamber the said *Joseph Sabine* in his proper Person, and prays a Day to assign Error or Errors in the Record and Proceedings aforesaid; upon which a Day is here given to him by this Court to assign Error or Errors in the Record and Proceedings aforesaid, until *Friday* the ninth Day of *June* next, &c.

*Plea*

*Pleas in the Exchequer Chamber at Westminster before Sir Lawrence Carter, Knight, Sir William Thompson, Knight, and William Fortescue, Esq; three of the Barons of the Exchequer of our Sovereign Lord the King of the Degree of the Coif, on Friday the ninth Day of June in the eleventh Year of the Reign of King George the Second, &c.*

**AND** upon this came here into Court in the said *Exchequer* Chamber the said *Joseph Sabine* in his proper Person, and saith, that in the Record and Proceedings aforesaid, and also in giving the said Judgment, it is manifestly erroneous in this (that is to say) That whereas by the Record aforesaid the Judgment aforesaid in Form aforesaid given was given for the said *Stephen Conning* against him the said *Joseph Sabine*; Whereas by the Law of the Land the said Judgment ought to have been given for the said *Joseph Sabine* against the said said *Stephen Conning*, and therefore in that it is manifestly erroneous, and prays a Writ to be directed to Scire Facias the Sheriffs of *London* to give notice to the said *Stephen Conning* to be here to hear the Record and Proceedings aforesaid, and it is granted to him: Therefore it is commanded unto the said Sheriffs, that by good Men they give Notice unto the said *Stephen*

*General Errors assigned.*

*Scire Facias prayed.*

*And awarded.*



*Stephen Conning* that he may be here on *Wednesday* the eighth of *November* next, &c.

*Pleas in the Exchequer Chamber at Westminster before Sir John Comyns, Knight, Chief Baron of the Exchequer of our Sovereign Lord the King, of the Degree of the Coif, Sir Lawrence Carter, Knight, and Thomas Parker, Esq; two other of the Barons of the Exchequer of our Sovereign Lord the King, of the Degree of the Coif, on Wednesday the eighth Day of November in the twelfth Year of the Reign of King George the Second, &c.*

*Parties appear.*

*Vic. non mis. breve.*

**A**T which Day came here into Court in the said *Exchequer Chamber* as well the said *Joseph Sabine* in his proper Person, as the said *Stephen Conning* in his proper Person, and the Sheriffs did not send the Writ aforesaid, nor did any thing thereupon; and therefore the said *Joseph Sabine* as at first saith, that in the Record and Proceedings aforesaid, and also in giving the said Judgment, there is manifest Error assigned by alledging the Error aforesaid by him above for Error assigned and alledged, and desireth that the Judgment (by reason of these Errors and others being in the Record and Proceedings) may be reversed, annulled, and made void, &c.

And

*in the Court of King's Bench.* 301

And the said *Stephen Conning* saith, that *Joinder in Error.*  
neither in the Record and Proceedings  
aforesaid, nor in giving the Judgment aforesaid, is any thing erroneous, and desireth also that the Court of our Lord the King here may proceed to the Examination as well of the Record and Proceedings aforesaid, as the aforesaid Cause by the aforesaid *Joseph Sabine* above assigned for Error, and that the Judgment aforesaid may be affirmed in all things; But because the Court of our Lord the King are willing to *Continuance by Cur' Advise* advise on the Premises before Judgment *fari vult.* be thereupon given, a Day is here given to the said Parties until *Wednesday* the thirty-first Day of *January* next, &c.

*Joseph Sabine*, Esq; puts in his Place *Robert Crosby*, his Attorney, against *Stephen Conning* in a Plea of correcting Errors. *Warrant of Attorney for Plaintiff in Error.*

*Stephen Conning* puts in his Place *Arthur Stone* his Attorney, against *Joseph Sabine*, Esq; in a Plea of correcting Errors. *For Defendant.*

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*Pleas*

*Pleas in the Exchequer Chamber at Westminster before Sir John Willes, Knight, Chief Justice of the common Bench of our Sovereign Lord the King, Sir John Comyns, Knight, Chief Baron of the Exchequer of our Sovereign Lord the King, of the Degree of the Coif, Alexander Denton, Esq; Sir John Fortescue Aland, Knight, two other of the Justices of the common Bench of our Sovereign Lord the King, and also before Sir Lawrence Carter, Knight, Sir William Thompson, Knight, and Thomas Parker, Esq; the three other Barons of the Exchequer of our Sovereign Lord the King, of the Degree of the Coif, on Wednesday the thirty-first Day of January in the twelfth Year of the Reign of King George the Second.*

*Judgment affirmed.*

**A**T which Day came here into Court in the said Exchequer Chamber, as well the said Joseph Sabine as the said Stephen Conning by their Attorneys aforesaid; upon which the Premises being considered, as well the Record and Proceedings aforesaid and the Judgment aforesaid on the same given, the Causes afore for Error assigned being by the Court of our Lord the King here diligently examined and fully understood, It seemeth unto the said Court of

our Lord the King here, that the Judgment aforefaid is not in any wife vitious or defective, and that in the faid Record there is not any thing erroneous: Therefore it is confidered by the faid Court of our Lord the King, that the Judgment aforefaid in all things be affirmed, and do stand in its full Strength and Effect (the faid Cause above for Error affigned and alledged in any thing notwithstanding): And it is further confidered, that the faid *Stephen Con-* *Costs occa-*  
*ing* do recover againft the faid *Joseph Sa-* *one dilatio-*  
*ine* ten Pounds and ten Shillings being ad- *nis Execu-*  
*idged* to the faid *Stephen Conning* at his *tionis.*  
*quest* by the Court of our Lord the  
*ing* here for his Damages, Costs and  
*charges*, which he hath expended by rea-  
*on* of the Delay of the Execution of the  
*udgment*, and by the Profecution of the  
*Writ of Error*: Whereupon the Record and  
*proceedings* aforefaid of the faid Juftices of  
*the Common Bench* and the faid Barons  
*before* them had in the Premiffes by the faid  
*uftices and Barons* before our Lord the  
*ing*, wherefoever, &c. are remitted accord-  
*g* to the Form of the Statute of the  
*enty-feventh Year* of the late Queen  
*Elizabeth.*

*Record re-*  
*mitted.*

*Tuesday*



*Tuesday next after three Weeks from  
Easter Day in Easter Term in the  
fourteenth Year of King George the  
Second.*

Roll

Anthony and Bigge.

*B. R. Decla-  
ration for a  
criminal Con-  
versation with  
the Plaintiff's  
Wife.*

*London,* } *JAMES* Gramer Biker complains  
to wit. } of *Matthew Morley* in the Cu-  
stody of the Marshal, &c. For that he the  
said *Matthew* on the twentieth Day of Fe-  
bruary in the fourteenth Year of the Reign  
of our Sovereign Lord *George the Second*  
now King of *Great Britain*, &c. and on  
divers other Days and Times between the  
said twentieth Day of *February* and the  
twentieth Day of *April* then next following  
with Force and Arms, &c. on *Catherine* the  
Wife of the said *James Gramer* at *London*  
aforesaid, to wit, in the Parish of *St. Mary*  
of the Arches in the Ward of *Cheap*, made  
an Assault, and her the said *Catherine* there-  
ravished, debauched, lay with, and carnally  
knew, whereby he the said *James Gramer*  
was deprived of and lost, during all the Time  
aforesaid, the Help, Solace, Affection  
Comfort and Counsel of his said Wife, and  
other Enormities to the said *James Gramer*  
did, against the Peace of our said Lord the  
King, to the Damage of the said *James*  
Gramer

Gramer of ten thousand Pounds; And thereupon he brings his Suit, &c.

*Stanyford* for the Plaintiff.

*Graves* for the Defendant.

Pledges of prosecuting  $\left\{ \begin{array}{l} \text{John Doe,} \\ \text{and} \\ \text{Richard Roe.} \end{array} \right.$

*Of the Term of St. Michael in the Eleventh Year of King George II.*

*Ventris.*

*Middlesex,* **B**E it remembered, that on *Memorandum of a Bill of the same Term,*  
*Monday* next after three Weeks from the Day of *St. Michael* in this present Term came before our Sovereign Lord the King at *Westminster* *Sir William Morice*, Baronet, by *Josbua Thomas* his Attorney, and brought here into the Court of our said Sovereign Lord the King then there his Bill against *Augustus Fitzroy*, Esq; commonly called the Lord *Augustus Fitzroy* in the Custody of the Marshal, &c. of a Plea of Trespass; and there are Pledges to prosecute, to wit, *John Doe* and *Richard Roe*; which said Bill follows in these Words,  
*to wit, Middlesex, to wit, Sir William Morice*, Baronet, complains of *Augustus Fitzroy*, Esq; commonly called the Lord *Augustus Fitzroy* in the Custody of the Marshal, &c. *for that* he the said *Augustus* on the thirtieth Day of *March* in the tenth Year of *King George II.*  
*Declanation for ravishing, debauching, lying with, and carnally knowing the Plaintiff's Wife.*  
 VOL. II, X of

of the Reign of our Sovereign Lord *George* the Second, now King of *Great Britain*, &c. and at divers other Days and Times between the said thirtieth Day of *March* and the nineteenth Day of *June* then next following, with Force and Arms, &c. at the Parish of *Staines* in the County aforesaid, did ravish, debauch, lie with, and carnally know *Lucy* the Wife of the said Sir *William*, whereby the said Sir *William* was deprived of and lost the Comfort and Society of his said Wife for all the Time aforesaid, and did other Enormities to the said Sir *William*, against the Peace of our Lord the King, to the Damage of the said Sir *William* of twenty thousand Pounds: And therefore he brings his Suit, &c.

*Plea, Not  
guilty.*

*Issue.*

*Award of the  
Venire.*

And the said *Augustus* by *Henry Cruwys* his Attorney comes and defends the Force and Injury when, &c. and saith that he is in no wise guilty of the Trespas above charged on him as the said Sir *William* above complains against him: And of this he puts himself upon his Country; And the said Sir *William* does likewise the same: Therefore let there come a Jury thereof before our Lord the King at *Westminster*, on next after                      and who neither, &c. to recognize, &c. because as well, &c. The same Day is given to the said Parties there, &c.

Trinity Term in the Eleventh and Twelfth Years of King George the Second.

OUR Lord the King sent to the Sheriff of *Middlesex* his Writ close in these Words, to wit, George the Second, by the Grace of God, of *Great Britain, France and Ireland* King, Defender of the Faith, &c. to the Sheriff of *Middlesex*, Greeting: Whereas we heretofore commanded our Sheriff of *Middlesex*, that of the Goods and Chattels which were of *William Bury* deceased at the Time of his Death, in the Hands of *John Warburton* and *Mary* his Wife, Executrix of the last Will and Testament of the said *William Bury* deceased, in his Bailiwick, he should cause to be made as well twenty-four Pounds fourteen Shillings, which *Sarah Bulkley*, Widow, Administratrix of all and singular the Goods and Chattels, Rights and Credits of *Edmund Percival* deceased, at the Time of his Death who died intestate, had in our Court before us at *Westminster* recovered against them by occasion of the not performing of certain promises and Undertakings made by the said *William Bury* in his Life-time to the said *Edmund Percival* in his Life-time, as also twenty Shillings and nine Pounds sixteen Shillings, which were adjudged to the said *Sarah* in our said Court before us, for her Costs and Charges by her about her

Entry of Scire facias inquir' against Baron and feme Executrix.  
Fi. fa. to Sheriff of Middlesex, de bonis Testatoris, si, &c. Et si non, &c. Costs de bonis propriis.



*Return Nulla  
bona.*

Suit in that Behalf expended ; whereof the said *John* and *Mary* were convicted, as appeared to us of Record, if they had so much in their Hands to be administred ; and if they had not so much, then the said twenty Shillings and nine Pounds sixteen Shillings of the proper Goods and Chattels of the said *John* and *Mary* ; and that he should have that Money before us at *Westminster*, at a certain Day now past, to render to the said *Sarah* for her Damages, Costs and Charges aforesaid : And our said Sheriff of *Middlesex* at that Day returned to us, that the said *John* and *Mary* had no Goods or Chattels in his Bailiwick, which were of the said *William Bury* at the Time of his Death, in their Hands to be administred, whereof he could cause to be made the said twenty-four Pounds fourteen Shillings of Damages aforesaid, and twenty Shillings and nine Pounds sixteen Shillings of Costs and Charges aforesaid, or any Part thereof ; And that the said *John* and *Mary* had no Goods and Chattels of their own proper Goods and Chattels in his Bailiwick, whereof he could cause to be made the said twenty Shillings, and nine Pounds sixteen Shillings of Costs and Charges aforesaid, or any Part thereof : Whereupon, on the Behalf of the said *Sarah* it was sufficiently testified in the Court before us, that the said *John* and *Mary* had in the County of *Lincoln* sufficient Goods and Chattels, which were of the said *William Bury* at the Time of his Decease, in their Hands to be administred, whereof

the said re

the said twenty-four Pounds fourteen Shillings, and twenty Shillings and nine Pounds sixteen Shillings, might be caused to be made: And it was further testified in our said Court before us, that the said *John* and *Mary* had in the said County of *Lincoln* sufficient of their own proper Goods and Chattels, whereof the said twenty Shillings and nine Pounds sixteen Shillings might be caused to be made: We therefore commanded our Sheriff of *Lincoln*, that of the Goods and Chattels which were of the said *William Bury* at the Time of his Death, in the Hands of the said *John* and *Mary*, in his Bailiwick, he should cause to be made as well the said twenty-four Pounds fourteen Shillings, as the said twenty Shillings and nine Pounds sixteen Shillings, if they had so much in their Hands to be administred; and if they had not so much in their Hands, then the said twenty Shillings and nine Pounds sixteen Shillings of their own proper Goods and Chattels; and that he should have that Money before us at *Westminster* at a certain Day also now past, to render to the said *Sarah* for her Damages, Costs and Charges aforesaid. And our said Sheriff of *Lincoln* at that Day returned to us, that by virtue of the said Writ to him directed he had caused to be made of the proper Goods and Chattels of the said *John* and *Mary* the said Sum of twenty Shillings and nine Pounds sixteen Shillings for the said Costs and Charges, which Money he had ready to render, as in the said Writ

Fi. fa. to the  
Sher ff of Lin-  
coln.

Return Costs  
levied de bonis  
propriis.

Nulla bona  
testatoris.

*Suggestion of  
a Devastavit.*

Fieri Facias

he was commanded: And he did further certify, that the said *John* and *Mary* had not any Goods and Chattels which were of the said *William Bury* at the Time of his Death, in their Hands to be administred, within his Bailiwick, whereof he could cause to be made the said Sum of twenty-four Pounds fourteen Shillings of Damages aforesaid, or any Part thereof: And because the said Returns are conceived to be in Delay of the Execution of the Damages aforesaid; and also for that in our said Court before us, on Behalf of the said *Sarah*, it is sufficiently testified, that divers Goods and Chattels, which were of the said *William Bury* at the Time of his Death, have since the Death of the said *William Bury* come to the Hands and Possession of the said *John* and *Mary* to be administred, which Goods and Chattels the said *John* and *Mary* have sold and wasted, and have converted and disposed of that Money thereupon received to their own proper Use; and that the Residue of the Goods and Chattels which were of the said *William Bury* at the Time of his Decease, have been eloined by the said *John* and *Mary* to Places unknown to the said *Sarah*, and by them converted to their own proper Use, with Intent that the Execution of the Damages aforesaid might not be made: We being unwilling that those things, which in our said Court before us have been rightly acted or adjudged should be rendred void by Art or Deceit, command you that of the Goods and Cha

tels which were of the said *William Bury* at the Time of his Decease, in the Hands of the said *John* and *Mary* to be administred, in your Bailiwick, you cause to be made the said Sum of twenty-four Pounds fourteen Shillings of Damages aforesaid, if you can levy the same; and that you have the Monney thereupon levied before us at *Westminster* on *Friday* next after the Morrow of the Holy *Trinity*, to render to the said *Sarah* for her Damages aforesaid; and if the said Sum cannot be thereupon levied, then if it shall appear to you by Inquisition on the Oath of good and lawful Men of your Bailiwick, in this Behalf to be taken, or by any other Methods whereby you may the better understand or certify, that the said *John* and *Mary* his Wife have sold, elained, wasted or converted, and disposed to their own proper Use, Goods and Chattels which were of the said *William Bury* at the Time of his Decease, in their Hands to be administred, to the Value of the said twenty-four Pounds fourteen Shillings of the Damages aforesaid, or any Part thereof, that then by good and lawful Men of your Bailiwick you make known to the said *John* and *Mary* that they be before us at *Westminster* on *Friday* next after the Morrow of the Holy *Trinity*, to shew if any thing they have or know to say for themselves, why the said *Sarah* ought not to have her Execution against them of the said twenty-four Pounds and fourteen Shillings for Damages aforesaid, to be levied of the proper Goods

If no Goods,  
and a Deva-  
stavit shall  
appear on In-  
quisition, then  
Sci. fa. quare.



and Chattels of the said *John* and *Mary*, if it seem expedient, &c. and further to do and receive what our said Court before us shall thereof then and there consider in this Behalf: And have there then the Names of those by whom you shall make known to them, and this Writ. Witness Sir *William Lee*, Knt. at *Westminster*, the 15th Day of *May* in the eleventh Year of our Reign.

At which Day before our Lord the King at *Westminster* came the said *Sarah* in her proper Person; and the Sheriff, to wit, Sir *George Champion*, Knt. and *Robert Cater*, Esq; returned the said Writ to him in Form aforesaid, directed in Manner and Form following, to wit, That the said *John* and *Mary* had not any Goods or Chattels which were of the said *William Bury* deceased, at the Time of his Death, in their Hands to be administred, in his Bailiwick, whereof he could cause the said twenty-four Pounds fourteen Shillings of Damages aforesaid, or any Part thereof, to be made; and the said Sheriff likewise returned a certain Inquisition taken at the *Three-Tuns* in *Brook-street* near *Holborn* in the County of *Middlesex*, on the twenty-fifth Day of *May* in the eleventh Year of the Reign of our Sovereign Lord *George* the Second, now King of *Great Britain*, &c. before the said Sheriff, by Virtue of the said Writ to him thereupon directed, on the Oath of twelve good and lawful Men of his Bailiwick; whereby it was found that several Goods and Chattels which

*Nulla bona.*

*Inquisition,  
and Devastation  
not found.*

which were of the said *William Bary* at the Time of his Death, had come to the Hands and Possession of the said *John* and *Mary* to be administred, to the Value of the said twenty-four Pounds and fourteen Shillings of Damages aforesaid, which said Goods and Chattels they had sold, eloined, wasted, converted, and disposed to their own proper Use; And the said Sheriff likewise returned, That the said *John* and *Mary* had not any thing in his Bailiwic whereby or by which he could make known to them, &c. and that they or either of them were not found in the same, and they did not come, nor did either of them come: **Therefore,** as before, it is commanded to the Sheriff, that by good and lawful Men of his Bailiwic he make known to the said *John* and *Mary*, that they be before our Lord the King at *Westminster* on *Monday* next after fifteen Days from the Day of the Holy Trinity, to shew, if any thing they have or know to say for themselves, why the said *Sarah* ought not to have her Execution against them of the said twenty-four Pounds fourteen Shillings for her Damages aforesaid, to be levied of the proper Goods and Chattels of the said *John* and *Mary*, if, &c. and further, &c. The same Day is given to the said *Sarah* at the same Place: At which Day before our said Lord the King at *Westminster* came the said *Sarah* in her proper Person; and the said Sheriff as before returned, that the said *John* and *Mary* had not any thing in his Bailiwic, whereby or by

Nihil to the  
Sci. fa.

Alias Sci. fa.  
awarded.

Nihil.

**Judgment.**

by which he could make known to them, and that they were not, nor was either of them found in the same, and the said *John* and *Mary*, although at that Day solemnly demanded did not, nor did either of them come, but they made Default. It is therefore considered that the said *Sarah* have her Execution against the said *John* and *Mary* of the said twenty-four Pounds fourteen Shillings for her Damages aforesaid, to be levied of the proper Goods and Chattels of the said *John* and *Mary*, by the Default of the said *John* and *Mary*, &c.

*Replication to a Plea of Non Ass. infra Sex annos, that the Plaintiff sued out a Bill of Middlesex, with Continuance, by Vic non nisi breve, to the Time of Appearance.*  
Carthew 144.

And the said *Joseph* saith, that he by any thing before alledged by the said *William* in Pleading ought not to be barred from having his aforesaid Action against the said *William*, because he says, that he the said *Joseph*, after the making the said several Promises and Undertakings, to wit, in *Hilary* Term in the thirteenth Year of the Reign of his late Majesty *George* the First, late King of Great Britain, &c. for the Recovery of his Damages occasioned by the not performing the several Promises and Undertakings aforesaid, sued out of his said late Majesty's Court before the said late King, the said Court being then at *Westminster* in the said County of *Middlesex*, a certain Precept of the said late King, called a Bill of *Middlesex*, against the said *William*, directed to the then Sheriff of *Middlesex*, by which said Precept the said late King commanded the said then Sheriff, that he should take

the said *William*, if, &c. and him safely, &c. so that the said then Sheriff might have his Body before our Lord the said late King at *Westminster* aforesaid, on *Monday* next after the Octave of the Purification of the Blessed Virgin *Mary* then next ensuing, to answer to the said *Joseph* on a Plea of Trespas, and also to a Bill of the said *Joseph* against the said *William* for two hundred Pounds, on Undertakings, according to the Custom of the Court of the said late King before the said King to be exhibited, and that the said Sheriff should then have there that Precept, which said Precept was so prosecuted by the said *Joseph* against the said *William*, with Intent that the said *William* might by virtue thereof be taken and arrested by his Body to appear before his said late Majesty at *Westminster* at the Return of the said Precept, and that on such Appearance the said *Joseph* might exhibit his Bill against the said *William* in his said late Majesty's Court before the said late King, in a Plea of Trespas on the Case for not performing the said several Promises and Undertakings mentioned in the above-said Declaration of the said *Joseph*, in order to recover his Damages occasioned by the not performing thereof, and might thereupon recover those Damages against the said *William*: At which Day, to wit, *Monday* next after the Octave of the Purification of the Blessed Virgin *Mary*, before the said late King at *Westminster* aforesaid the said *Joseph* came in his own Person,



son, and offered himself against the said *William* on the aforesaid Plea and Bill: And the said Sheriff, to wit, Sir *John Lock*, Knt. and *William Ogburn*, Esq; then Sheriff of the County of *Middlesex*, returned that the said *William* was not found in his Bailiwick, and the said *William* did not come: Therefore as before the Sheriff was commanded, that he should take the said *William*, if, &c. and him safely, &c. so that he might have his Body before the said late King at *Westminster* aforesaid on *Wednesday* next after fifteen Days from the Day of *Easter* then next ensuing, to answer to the said *Joseph* on his Plea and Bill aforesaid. The same Day was given to the said *Joseph* at the same Place: At which Day, before the said late King at *Westminster* aforesaid, the said *Joseph* came in his own Person, and offered himself against the said *William* on the Plea and Bill aforesaid; and the Sheriff did not return the said Precept, nor did he do any thing thereupon; and the said *William* did not come: Therefore as before the Sheriff was commanded, that he should take the said *William*, if, &c. and him safely, &c. so that he might have his Body before the said late King at *Westminster* aforesaid on *Friday* next after the Morrow of the Holy *Trinity* then next ensuing, to answer to the said *Joseph* on the Plea and Bill aforesaid: The same Day was given to the said *Joseph* at the same Place: At which Day before the said late King at *Westminster* aforesaid the said *Joseph* came in his

own Person, and offered himself against  
the said *William* on the Plea and Bill afore-  
said; and the said Sheriff did not return  
the said Precept, nor did he do any thing  
thereupon; and the said *William* did not  
come: Therefore as before the Sheriff was  
commanded that he should take the said  
*William*, if, &c. and him safely, &c. so that  
he might have his Body before the said late  
King at *Westminster* afore said, on *Monday*  
next after three Weeks from the Day of  
*St. Michael* then next ensuing, to answer  
to the said *Joseph* on the Plea and Bill afore-  
said: The same Day was given to the said  
*Joseph* at the same Place: Before which  
Day, to wit, on the eleventh Day of *June*  
the Year of our Lord one thousand seven  
hundred and twenty-seven, the said King  
*George the First* departed this Life, to wit,  
at *Westminster* afore said; At which Day, to  
wit, the said *Monday* next after three Weeks  
from the Day of *St. Michael*, before our  
Lord *George the Second*, now King of *Great*  
*Britain*, &c. at *Westminster* afore said, the said  
*Joseph* came in his own Person, and offered  
himself against the said *William* on the Plea  
and Bill afore said; and the Sheriff did not  
return the said Precept, nor did he do any  
thing thereupon; and the said *William* did  
not come. [Et sic de ceteris, to the Pro-  
cess the Defendant appeared on; the A-  
ward of which follows.] Therefore, as be-  
fore, the said Sheriff was commanded that  
he should take the said *William*, if, &c. and  
him safely, &c. so that he might have his  
Body

Demise le  
Roy.

*Defendant ap-  
pears.*

Body before our said Lord the King at *Westminster* aforesaid on *Wednesday* next after three Weeks from the Day of *St. Michael* next ensuing, to answer to the said *Joseph* on the Plea and Bill aforesaid: The same Day was given to the said *Joseph* at the same Place: At which Day before our said Lord the King at *Westminster* aforesaid came as well the said *Joseph* by his Attorney, as the said *William* by his Attorney, and appeared in the said Court here, according to the Custom of the said Court, to answer the said *Joseph* on the Plea and Bill aforesaid; and thereupon the said *Joseph* upon the said Appearance of the said *William* then and there in the said Court here exhibited his said Bill against the said *William*, declaring against him in the Manner aforesaid, as by the Record and Proceedings now remaining in his said Majesty's Court before our said Lord the King at *Westminster* aforesaid may more fully appear: And the said *Joseph* further saith, that the said *William*, within six Years next before the issuing out the said Precept first above mentioned at *Westminster* aforesaid, took upon himself in Manner and Form as the said *Joseph* above complains against him: And this he is ready to verify: Wherefore he prays Judgment and his Damages, by reason of the not performing the said Promises and Undertakings, to be adjudged to him.

And the said *William* as before saith, *Rejoinder*  
 that the said *Joseph* by any thing by him *Nul tiel re-*  
 above alledged in replying ought not to *cord.*

have or maintain his said Action against  
 him the said *William*, because he says,  
 that there is not any such Record of a Pre-  
 cept in the said Replication of the said *Jo-*  
*seph* first above-mentioned, and Proceed-  
 ing thereof affiled, or now remaining of  
 record in his said present Majesty's Court  
 before our said Lord the King at *West-*  
*minster*, as the said *Joseph* in pleading by  
 way of Reply hath above alledged : And  
 his the said *William* is ready to verify.  
 Wherefore as before he prays Judgment  
 the said *Joseph* ought to have his said  
 Action maintained against him.

And the said *Joseph* saith, that there is *Surrejoinder,*  
 such a Record of the said Precept in the *Habetur tale*  
 said Replication first above mentioned, *Record.*

and Proceedings thereof, now remaining  
 in the Court of our now Lord the King  
 before the King himself, as the said *Jo-*  
*seph* in his Replication hath above alledged;  
 and this he is ready to verify by the said  
 Record ; and he prays that the said Re-  
 cord may be by the said Court here view'd  
 and inspected : But because the Court of  
 our said Lord the King now here is not  
 yet advised about giving Judgment of and  
 on the Premisses, Day is therefore given  
 the Parties aforesaid to come before our  
 said Lord the King at *Westminster* until Mon-  
 day next after the Morrow of the Ascen-  
 sion

*Continuance by*  
*Cur'advifaro*  
*vult.*



sion of our Lord, to hear Judgment of and upon the Premisses, for that the Court of our said Lord the King now here is not yet advised thereof.

B. R. Declaration in Replevin.

*Middlesex*, *Richard Handford* was summoned to wit, *Richard Handford* moned to answer *Richard Hubbard* of a Plea, wherefore he took the Goods and Chattels of the said *Richard Hubbard*, and them unjustly detained against Gages and Pledges until, &c. And whereupon the said *Richard Hubbard*, by J. P. his Attorney complains, that the said *Richard Handford* on the 7th Day of October in the Second Year of the Reign of our Sovereign Lord and Lady *William and Mary* now King and Queen of *England*, &c. at the Parish of *St. Margaret, Westminster* in the County aforesaid, in a certain Place there called *Peter-Street*, took the Goods and Chattels following, to wit, one Jack two Spits, eighteen Pewter Plates, &c. (reciting the other Particulars) of the said *Richard Hubbard*, and them unjustly detained against Gages and Pledges until &c. Wherefore the said *Richard Hubbard* says, that he is injured, and has Damages to the Value of twenty Pounds : And thereupon he brings Suit, &c.

Assessory for Rent Arrear.

And the said *Richard Handford*, by his Attorney, comes and defends the Force and Injury, when, &c. and avows the Taking the said Goods and Chattels in the said Place, in which, &c. and justly, &c. because he says that

same Place, in which the taking the said Goods and Chattels is supposed to be done, contains, and at the same Time in which the taking the said Goods and Chattels is supposed to be done, contained in itself a certain Piece or Parcel of Land with the Appurtenances in the Place called *Peter-Street* afore said, otherwise *Bowling Alley*, at the Parish of *St. Margaret Westminster* afore said, in the County afore said; of which said Piece or Parcel of Land, with the Appurtenances before the said Time, in which, &c. one *Sir Robert Masbham*, Knight, was seised in his Demesne as of Fee; and being so seised the said *Sir Robert* before the said Time in which, &c. to wit, on the Sixteenth Day of *May* in the First Year of the Reign of our Lord and Lady the present King and Queen, at the Parish of *St. Margaret Westminster* afore said in the County afore said, demised the said Piece or Parcel of Land, with the Appurtenances, to the said *Richard Handford*; To hold to the said *Richard* and his Assigns from the Feast-Day of the Annunciation of the blessed Virgin *Mary* then last past, before the Date of the said Lease, for the Term of Fifty and one Years thence next ensuing and fully to be complete and ended; by Virtue of which said Demise the said *Richard Handford* was possessed of the said Piece or Parcel of Land for the Term afore said; and being so thereof possessed, the said *Richard Handford* afterwards

wards and before the said Time in which, &c. erected and built a Mesuage or Tenement upon the said Piece or Parcel of Land, and was thereof possessed ; and being so thereof possessed he the said *Richard Handford* before the said Time in which, &c. *to wit*, on the Twentieth Day of *December* in the said first Year of the Reign of our said Lord and Lady the present King and Queen, demised the said Mesuage with the Appurtenances, to the said *Richard Hubbard*, from the Feast of the Birth of our Lord then next following, for the Term of one Year thence next ensuing fully to be complete and ended : Yielding therefore for the said Year to the said *Richard Handford*, or his Assigns, the Rent of Fifteen Pounds of lawful Money of *England* at the four most usual Feasts in the Year, *to wit*, at the Feast of the Annunciation of the blessed Virgin *Mary*, the Nativity of *St. John* the Baptist, *St. Michael* the Archangel, and the Nativity of our Lord, by even and equal Portions. By Virtue of which said Demise the said *Richard Hubbard* entered into the said Mesuage with the Appurtenances, and was possessed thereof, and occupied the said Mesuage with the Appurtenances by the Space of three Quarters of a Year. And because the Sum of 11 l. 5 s. of the said Rent after the said Demise so made for the said three Quarters of a Year, at the Feast of *St. Michael* last past and before the taking the said Goods and Chatsels

tels, were in Arrear and unpaid to the said *Richard Handford*, the said *Richard Handford* well avows the taking the said Goods and Chattels in the said Place, in which, &c. and justly, &c. for the said 11 l. 5 s. being in Arrear to the said *Richard Handford* in Form aforesaid, as in the said Mesuage with the Appurtenances bound and liable to the Distress of the said *Richard Handford* in Form aforesaid : And this he is ready to verify : Wherefore he prays Judgment, and a Return of the said Goods and Chattels to be adjudged to him, &c.

And the said *Richard Hubbard* says, that the said *Richard Handford* by the Reason before alledged, ought not to well avow the taking the Goods and Chattels aforesaid in the said Place, in which, &c. because he says, that the said 11 l. 5 s. or any Part thereof, of the Rent aforesaid at the said Time in which, &c. was not in Arrear or unpaid to the said *Richard Handford* ; as the said *Richard Handford* in his said Avowry has above alledged : And this he prays may be inquired of by the Country : And the said *Richard Handford* does so likewise, &c. Therefore it is commanded to the Sheriff, that he cause to come before our Lord the King and Lady the Queen from the Day of the Holy Trinity in three Weeks whereof, &c. Twelve, &c. by whom, &c. and who neither, &c. to recognize, &c. because as well, &c. The same

*Replication ne  
Rent arrear.*

*Issue.*

*Venire awarded.*



Vic' non misit  
breve.

Award of Ve-  
nire de novo.

Day is given to the said Parties, &c. At which Day before our Lord the King and Lady the Queen at *Westminster* the said Parties came by their Attorneys aforesaid, and the Sheriff did not send the Writ, nor did he do any thing thereupon: **There-fore** as before it is commanded to the Sheriff, that he cause to come before our Lord the King and Lady the Queen from the Day of *St. Michael* in three Weeks wheresoever, &c. Twelve, &c. by whom, &c. and who neither, &c. to Recognize, &c. because as well, &c. The same Day is given to the said Parties, &c.

C. B. Decla-  
ration in Reple-  
vin for a Mare  
taken in the  
King's High-  
way.  
Practical  
Register  
157.

Cognizance as  
Bailiff of  
Lord Lemp-  
ter.

*Northampton*, **JOHN Bilson** was summoned to wit, **JOHN** moned to answer **Samuel Crosse** of a Plea, wherefore he took a Mare of the said **Samuel's**, and unjustly detained her against Gages and Pledges, &c. **And whereupon** the said **Samuel** by **W. L.** his Attorney, complains that the said **John** on the first Day of *October* in the Twelfth Year of the Reign of our Lord *William* the Third late King of *England*, &c. at *Hardington* in the County aforesaid, in a certain Place there called the King's Highway, took a Mare of the said **Samuel's**, and unjustly detained her against Gages and Pledges until, &c. And whereupon the said **Samuel** says that he is injured, and hath Damage to the Value of 10 l. And thereupon he brings Suit, &c. **And** the said **John Bilson** by **J. B.** his Attorney comes and defends the Force and Injury.

jury, when, &c. And as Bailiff of the Right Honorable William Lord Lempster well acknowledges the Taking the said Mare at the said Time in which, &c. in a certain Place called the Queen's Highway, and justly, &c. Because he says that the same Place contains, and at the said Time in which, &c. contained in itself half a Rood of Land with the Appurtenances in *Hardingston* aforesaid, which said half Rood of Land long before, and at the said Time in which, &c. was Parcel of a certain antient Mesuage in *Hardingston* aforesaid, which said Mesuage long before and at the said Time in which, &c. was the Soil and Freehold of the said Lord Lempster; and because the said Mare at the said Time in which, &c. was in the said half Rood of Land in which, &c. doing Damage there, the said John as Bailiff of the said William Lord Lempster well acknowledges the taking the said Mare in the said Place in which, and justly, &c. doing Damage there, &c. without this, that the said John took the said Mare in a certain Place called the King's Highway, as the said Samuel hath declared against him: And this he is ready to verify: Wherefore he prays Judgment, and a Return of the said Mare to be adjudged to him, &c.

*The locus in quo his Freehold.*

*And the Mare there Damage-seasant.*

*Traverse not taken in King's Highway.*

And the said Samuel says, that the said John Bilson ought not, as Bailiff of the Right Honorable William Lord Lempster, to acknowledge the taking the said Mare

*Replication took in the King's Highway.*

to be just ; because he says, that he the said *John Bilson*, at the said Time in which, &c. took the said Mare in the said Place then called the King's Highway, in Manner and Form as the said *Samuel* above by Declaring has alledged : And this he prays may be inquired of by the Country.

*Demurrer in  
Abatement.*

And the said *John* says, that he has no need, nor is he bound by the Law of the Land, in any Manner to answer to the said Plea of the said *Samuel* above by Replying pleaded, because he says, that the said Plea is not sufficient in Law to maintain his said Declaration : And this he is ready to verify : Wherefore for Default of a sufficient Replication in this Behalf the said *John* as before prays Judgment, and that the said Declaration may be quashed, &c.

*Joinder.*

And the said *Samuel*, for that he has above alledged sufficient Matter in Law for him the said *Samuel* to maintain his Action and Declaration aforesaid ; which he is ready to verify ; which said Matter the said *John* does not deny, nor in any Manner answer thereto, but has intirely refused to admit the Verifying the same ; the said *Samuel* prays Judgment, and his Damages by occasion of the taking and unjustly detaining the said Mare, to be adjudged to him, &c. And because the Justices here would advise of and upon the Premises before they give Judgment thereupon, a Day is given to the said Parties here until from

*Continuance by  
Cur' advise  
vult.*

the

the Day of *St. Michael* in three Weeks to hear their Judgment thereupon, for that the said Justices here are not yet, &c. At which Day come here as well the said *Samuel* as the said *John* by their Attorneys afore said; and upon this the Premises being seen, and by the Justices here fully understood, it seems to the said Justices here that the said Plea of the said *Samuel* above by replying pleaded is sufficient in Law to maintain his said Declaration as the said *Samuel* has above alledged; for which the said *Samuel* ought to recover his Damages by occasion of the Premises against the said *John*; but because it is not known what Damages the said *Samuel* has sustained by occasion of the Premises, it is commanded to the Sheriff, that by the Oath of twelve good and lawful Men of his County, he diligently inquire what Damages the said *Samuel* has sustained, as well by occasion of the Premises, as for his Costs and Charges by him about his Suit in this Behalf expended; and that the Sheriff make appear here the Inquisition which he shall thereupon make on the Octave of *St. Hilary* under his Seal and the Seals, &c. At which Day here comes the said *Samuel* by his Attorney afore said, and the Sheriff, to wit, *Sir Cesar Child*, Bart. now sends here a certain Inquisition taken before him at the Town of *Northampton* in the County afore said, on the nineteenth Day of *January* last past, by the Oath of twelve, &c. by which it is found, that the said *Samuel*

*Judgment for the Plaintiff.*

1 Sid. 189, 190.

1 Ventris

135, 136.

Cro. Eliz.

202.

*Inquiry awarded.*

*The Return.*



Judgment.

has sustained Damages by occasion of the Premises, besides his Costs and Charges by him about this Suit in this Behalf expended, to 80 s. and for those Costs and Charges to 2 d. It is therefore considered, that the said Samuel recover against the said John his said Damages to 80 s. and 2 d. found by the said Inquisition in Form aforesaid; and also 12 l. 17 s. 4 d. by the Court here adjudged to the said Samuel at his Request for his said Costs and Charges.

Errors assigned.

No original Writ.

No Warrant of Attorney.

Afterwards, to wit, on next after in this same Term before our Lady the Queen at Westminster the said John comes by A. M. his Attorney, and says, that in the Record and Process aforesaid, and also in giving the said Judgment, there is manifest Error in this, to wit, that by the said Record it appears, that the said Judgment in Form aforesaid given was given for the said Samuel Crosse against the said John Bilson, where by the Law of the Land of this Kingdom of England Judgment in the said Plea ought to have been given for the said John Bilson against the said Samuel Crosse. There is also Error in this, to wit, that by the said Record it appears that the said John was summoned to answer the said Samuel of the Plea aforesaid, yet no original Writ between the Parties aforesaid of the Plea aforesaid is filed of Record, nor remains of Record in the said Court of our Lady the Queen of the Bench, and therefore in that there is manifest Error. There is also Error in this, to wit, that by the said Record

Record it appears, that the said *Samuel* came and appeared in the said Court of our said Lady the Queen of the Bench by *W. L.* his Attorney, yet the said *W. L.* had no Warrant of Attorney of Record by Writ of our Lady the present Queen, nor without Writ, to warrant his Appearance for the said *Samuel* in the Plea aforesaid: **And** the said *John* prays separate Writs of our Lady the Queen, *to wit*, one to be directed to the Chief Justice of our said Lady the Queen of the Bench, and the other to the *Custos Brevium* of our said Lady the Queen of the Bench aforesaid, to certify our said Lady the present Queen the Truth thereupon more fully; and it is granted to him, &c. **Upon which**, *Tuesday* next after the fifteenth Day of the Holy Trinity is given by the Court of our said Lady the present Queen here to return to the Court of our said Lady the Queen before the Queen herself at *Westminster* the said several Writs of *Certiorari* above prayed; the same Day is given to the said *Samuel* at the same Place, &c. **And** the said Chief Justice of the Bench aforesaid, and the said *Custos Brevium* of our said Lady the present Queen at that Day did not send the said several Writs, nor did either of them, &c. nor did they do any thing thereupon, nor did either of them do any thing thereupon: **And thereupon** the said *Samuel* freely comes here into Court, and says, that there is not any Error either in the Record and Proceedings aforesaid, or in giving the said Judgment; and

*Certioraris*  
awarded.

*Rule to return*  
*Certioraris.*

*Non Miser*  
*br'ia.*

*In nullo est*  
*Erratum.*

*Continuance.**Judgment  
affirmed.**Copy.*

and he prays that the Court of our said Lady the Queen now here may proceed to the Examination as well of the Record and Proceedings aforesaid, as of the Matter aforesaid above assigned for Error, and that the said Judgment may be in all things affirmed: **But because** the Court of our said Lady the Queen now here is not yet advised of giving their Judgment of and upon the Premises, a Day is thereupon given to the said Parties before our Lady the Queen until in one Month of *Easter*, wheresoever, &c. to hear their Judgment thereupon, for that the Court of our said Lady the Queen now here is not yet, &c. **At which Day** before our Lady the Queen at *Westminster* the said Parties come by their Attorneys aforesaid: Whereupon the Court of our said Lady the Queen now here having seen and fully understood and diligently examined as well the said Record and Proceedings, and the Judgment thereupon given, as the said Causes and Matters above assigned and alledged for Error, For that it seems to the Court of our said Lady the Queen here that the said Judgment is in nothing vitious or defective, and that there is no Error in the said Record; It is considered that the said Judgment be in all things affirmed, and stand in its full Force and Effect, the said Causes above assigned for Error in any wise notwithstanding, &c. And it is further considered by the said Court, that the said *Samuel* recover against the said *John* 12 l. adjudged by the Court

of our Lady the Queen now here to the  
said *Samuel* by his Assent, according to the  
Form of the Statute thereupon lately made  
and provided, for his Costs, Charges and  
Damages which he has sustained by occa-  
sion of the Delay of the Execution of the  
said Judgment, by Pretence of prosecuting  
the said Writ of our Lady the Queen for  
correcting Errors of and upon the Premis-  
ses: And that the said *Samuel* thereupon  
have his Execution, &c.

*Middlesex*, *JOHN Towersey*, *Robert Wheeler*, Declaration in  
to wit. *and William Stubbins* were Replevin.

Summoned to answer *Thomas Walker* of a  
Plea, wherefore they took a Silver Por-  
ringer of the said *Thomas's*, and unjustly de-  
tained the same against Gages and Pledges,  
&c. And whereupon the said *Thomas* by  
J. L. his Attorney complains that the said *Practical Re-*  
*John*, *Robert* and *William*, on the first Day gister 157.  
of May in the ninth Year of the Reign of  
our Lord *William* the Third, now King of  
England, &c. in the Charter-house in the  
County of *Middlesex* aforesaid, in a certain  
Place there called the Dwelling-house of the  
said *Thomas*, took the said Cup of the said  
*Thomas*, and unjustly detained it against  
Gages and Pledges, and until, &c. Where-  
fore the said *Thomas* says, that he is injured,  
and hath Damages to the Value of thirty  
Pounds: And thereupon he brings Suit,  
&c.

And the said *John*, *Robert* and *William* Cognizance a  
by R. H. their Attorney come and defend Distress for a  
the Poors Rate.



the Force and Injury, when, &c. and well acknowledge the taking the said Cup in the said Place in which, &c. and justly, &c. because they say, that at the said Time in which, &c. the said *John* and *Robert* being Overseers of the Poor of the Parish of *St. Sepulchre* in the said County of *Middlesex*, by Virtue of a Warrant under the Hands and Seals of *William Withers*, Esq; and *Thomas Smith*, Esq; two Justices of our Lord the present King, assigned to keep the Peace in the County aforesaid (of whom one, &c.) directed to the Churchwardens and Overseers of the Poor of the said Parish, or any of them, at the said Place in which, &c. demanded of the said *Thomas Walker* to pay to them 10 s. 6 d. of lawful Money duly charged upon him towards the Relief of the Poor of the said Parish by Authority, and according to the Tenor Purport and Effect of a certain Statute lately made and provided in a Parliament of the Lady Queen *Elizabeth* held at *Westminster* in the County of *Middlesex* in the forty-third Year of her Reign; and because the said *Thomas* then and there refused to pay to the said *John* and *Robert* the said 10 s. 6 d. the said *John* and *Robert* as Overseers of the said Poor, and the said *William* at their Request, and in their Aid for keeping the Peace of our said Lord the King (the said *William* being then a Constable within the said Parish) by Force of the Statute and Warrant aforesaid, we avow the taking the said Cup at the said

Stat. 43  
Eliz. c. 2.  
§ 19.

Time in which, &c. in the said Place in which, &c. in the Name of a Distress for the said 10 s. 6 d. charged as aforesaid upon the said *Thomas* towards the Relief of the Poor of the said Parish then being in Arrear and unpaid, and justly, &c. And this they are ready to verify: Wherefore they pray Judgment, and a Return of the said Cup to be adjudged to them, &c.

And the said *Thomas* says, that the said *John, Robert and William*, by the Reason before alledged, ought not to acknowledge the taking the said Cup of the said *Thomas* in the said Place in which, &c. as just, because he says, that the said *John, Robert and William*, on the Day and Year aforesaid in the said Declaration mentioned, of their own proper Injury, without the Cause by them in their said Avowry abovementioned, took the said Cup of the said *Thomas* in the said Place in which, &c. and unjustly detain against Gages and Pledges, &c. in manner and Form as the said *Thomas* above complains against them: And this he prays may be inquired of by the Country: And the said *John, Robert and William*, do so likewise, &c. Therefore, &c.

*Replication de injuria sua propria.*

*Issue.*

**B**E it remembered, that *Theodore Jacobson* and *Jacob Jacobson*, heretofore in the Court of the Sheriff of the County of *Kent* held at *Penenden* in the same County, complained against *Walter* of a Plea of taking and unjustly detaining the Goods and Chattels of the said *Theodore*

*Memorandum of a Plea in Replevin in the County Court.*

*dore*

Removed by  
Recordari  
into B. R.

Declaration.

Avowry for  
Salvage.

dore and *Jacob*, and they found Pledges for prosecuting, and also for returning the said Goods and Chattels, if a Return should be thereupon adjudged, to wit, *Jacob Jacobson* and *Thomas Clayton*, which said Plaintiff at the Prayer of the said *Walter*, by Virtue of the Writ of our Lady the Queen of Recordari *Facias Loquelam*, was had before our Lady the Queen at *Westminster* on the Morrow of the Ascension of our Lord last past; and the Process thereupon being continued unto this Day, to wit, to the Morrow of the Holy Trinity in this same Term now at this Day before our Lady the Queen at *Westminster* come as well the said *Theodore* and *Jacob*, by *T. P.* their Attorney, as the said *Walter Lee*, by *J. W.* his Attorney. And upon this the said *Theodore* and *Jacob* complain of the said *Walter* of a Plea, to wit, that the said *Walter*, on the 20th Day of February in the fourth Year of the Reign of our Lady *Anne*, now Queen of England &c. at the Parish of *Warden* in the County afore said, in a certain Place there called the *Sea Shore*, took the Goods and Chattels of the said *Theodore* and *Jacob*, to wit, 580 Bars of Iron, and them unjustly detained against Gages and Pledges, unto &c. Wherefore they say that they are injured, and have Damage to the Value of 450 *l.* And thereupon they bring Suit, &c. And the said *Walter*, by *J. W.* his Attorney, comes and defends the Force and Injury, when, &c. and well avows the taking of the Goods and Chattels in the said Declaration.

ration abovementioned in the said Place in which, &c. and the detaining thereof, &c. and justly, &c. because he says, that the said Goods and Chattels, together with certain other Goods and Chattels before the said Time in which, &c. *to wit*, on the 5th Day of November in the fourth Year of the Reign of our Lady Anne, now Queen of England, &c. at Gottemburgh in the Kingdom of Sweden in Parts beyond the Seas, were loaden on Board a certain Ship called the Corn Drogger of Gottemburgh aforesaid in the Kingdom of Sweden aforesaid, then floating in and upon the high Seas near the Isle of Sheppey in the County of Kent aforesaid; and that the said Ship so as aforesaid floating there afterwards, *to wit*, on the same Day and Year a great Storm arose there, and so violently drove the said Ship on the Shore of the said Island, *to wit*, at the Parish of Walden in the County aforesaid, that the said Ship, and also all the said Goods and Chattels then loaden on Board the same as aforesaid; and also all the Men and Persons then and there being in the same Ship were then and there almost sunk, and in great Danger of intirely perishing, that the said Men and all other Persons in the said Ship, who then and there had the Care and ought to have taken care of the said Ship, or of the said Goods and Chattels, to preserve themselves, then and there deserted and left the said Ship, together with all the said Goods and Chattels on Board the same: And the said Walter further



further says, that afterwards, *to wit*, on the same Day and Year, certain Persons unknown, with Force and Arms, in the Night time, entered into the said Ship then drove upon the said Shore almost wrecked, and then and there stole and feloniously took and carried away certain Goods and Chattels, Parcel of the other Goods and Chattels abovementioned, of which the said *Walter* afterwards, *to wit*, on the 28th Day of *November* aforesaid, at the Parish aforesaid, having Notice, and then not knowing to what Person or Persons the said Goods and Chattels then belonged, and observing that no body then and there took care to preserve the same, and the said Ship being in Danger of perishing, and being broke to Pieces, to preserve the said Goods and Chattels in the said Declaration abovementioned, lest the same should be stole or lost, with great Danger and Labour of himself and of his Servants, and a great Expence by him the said *Walter* then and there on that Occasion necessarily expended, procured the said Goods and Chattels to be removed out of the said Ship into a certain House in the said Island of *Sheppey*, and caused the same to be there safely and securely kept until, &c. And the said *Walter* in Fact says, that for the said Labor and Expences he the said *Walter* then and there reasonably deserves to have the Sum of 150 *l.* of good and lawful Money of *England*; and that afterwards, *to wit*, on the first Day of *December*

ber in the fourth Year aforeſaid, at the Pariſh aforeſaid, the ſaid *Walter* then firſt knowing that the ſaid Goods and Chattels belonged to the ſaid *Theodore* and *Jacob*, gave Notice to the ſaid *Theodore* and *Jacob* of all the Premiſſes, and then and there requested the ſaid *Theodore* and *Jacob* to pay to him the ſaid *Walter* the ſaid 150*l.* for the ſaid Labour and Expence, and then and there offered to the ſaid *Theodore* and *Jacob* upon Payment thereof to deliver to the ſaid *Theodore* and *Jacob* all the ſaid Goods and Chattels in the ſaid Declaration mentioned; but the ſaid *Theodore* and *Jacob* then and there intirely refuſed, and ſtill refuſe to pay to the ſaid *Walter* the ſaid 150*l.* or any Part thereof, although the ſaid *Theodore* and *Jacob* were often afterwards required by the ſaid *Walter* to pay the ſame: Wherefore the ſaid *Walter* took as aforeſaid, and detained the ſaid Goods and Chattels until, &c. as it was lawful for him: And this he is ready to verify: Wherefore he prays Judgment, and a Return of the ſaid Goods and Chattels, together with his Damages, Coſts and Charges to be adjudged to him, &c.

And the ſaid *T.* and *J.* ſay, that the ſaid *Walter* ought not by the Reason before alledged to avow the taking the ſaid Goods and Chattels in the Place in which, &c. to be juſt, becauſe they ſay that the ſaid *Walter* on the 20th Day of *February* in the ſaid fourth Year of the Reign of our Lady Queen *Anne*, in the Declaration of the ſaid

*Replication de injuria ſua propria.*

Issue.

Venire awarded.

Suggestion of  
the Death of  
one of the  
Plaintiffs.Vir non mi-  
sit breve.Alias Venire  
awarded.

*T.* and *J.* above specified, of his own proper Injury, and without any such Cause as by the said *Walter* in his said Avowry is alledged in the said Place in which, &c. took the said Goods and Chattels of the said *T.* and *J.* in the Declaration of the said *T.* and *J.* above specified, and unjustly detained them against Gages and Pledges, until, &c. in Manner and Form as the said *T.* and *J.* in their said Declaration complain against him: And this they pray may be inquired of by the Country; and the said *Walter* does so likewise, &c. Therefore it is commanded to the Sheriff, that he cause to come before our Lady the Queen from the Day of *St. Michael* in three Weeks wheresoever, &c. twelve, &c. by whom &c. and who neither, &c. to take Cognizance, &c. because as well, &c. The same Day is given to the said Parties, &c. Before which Day, to wit, on the 17th Day of *July* in the fifth Year of the Reign of our said Lady the present Queen the said *Theodore* died, and the said *Jacob* survived him. And now at this Day before our said Lady the Queen at *Westminster* the said *Jacob* and *Walter* come by their Attorneys afore said; and the said Sheriff did not send the said Writ, nor did he do any thing thereupon: Therefore, as before, it is commanded to the Sheriff of the County aforesaid, that he cause to come before our said Lady the Queen on the Octave of *St. Hilary*, wheresoever, &c. twelve, &c. by whom, &c. and who neither, &c. to take Cognizance

&c. because as well, &c. The same Day is given to the said Parties, &c.

Hertfordshire, SIR William Parkins, late C. B. Declaration in Replevin.  
to wit, S of Bushey in the County

fore said, Knight, was summoned to answer Silas Titus, Esq; of a Plea, wherefore he took the Cattle of the said Silas, 3 Lev. 225.

and them unjustly detained against Gages and Pledges, &c. And whereupon the said

Silas, by John Warburton his Attorney, complains that the said Sir William, on the

Eighteenth Day of May in the First Year of the Reign of our Sovereign Lord James

the Second now King of England, &c. at Bushey, in a certain Place there called

Marybill Ground, took the Cattle of the said Silas, to wit, six and thirty Wether

Sheep, twelve Ewe Sheep, and eight Lambs, and unjustly detained them against

Gages and Pledges, until, &c. Wherefore the said Silas says that he is

injured, and hath Damage to the Value of ten Pounds : And thereupon he brings

Suit, &c.

And the said Sir William, by Randolph Baldwin his Attorney, comes and defends the Force and Injury, when, &c. And the said Sir William in his own Right well vows, and as Bailiff of Algernoon Earl of Essex well acknowledges the taking the

said Cattle in the said Place, in which, &c. And justly, &c. Because he says

that the said Place, in which, &c. the taking the said Cattle is supposed to be

done, the Earl.



*Took the Cattle,  
Damage-  
feasant.  
Bar.*

done, contains, and at the said Time in which the taking of the said Cattle is supposed to be done, contained in itself two Acres of Pasture with the Appurtenances in *Bushey* aforesaid, which said two Acres of Pasture with the Appurtenances are, and at the said Time in which, &c. were the Soil and Freehold of the said Sir *William* and *Algernoon* Earl of *Essex*: And because the said Cattle, at the said Time in which, &c. were in the said two Acres of Pasture eating the Grass then growing in the same, and doing Damage there, the said Sir *William* in his own proper Right well avows, and as Bailiff of the said *Algernoon* Earl of *Essex*, well acknowledges the Taking the said Cattle in the said Place, in which, &c. And justly, &c. so doing Damage there, &c.

*Bar.*

*The locus in  
quo, &c.  
Parcel of the  
Manor of B.*

And the said *Sylas* says, that the said Sir *William*, by the Reason before alleged, ought not in his own proper Right to avow, and as Bailiff of the said Earl to acknowledge the Taking the said Cattle in the said Place in which, &c. as just; because he says that the said two Acres of Pasture in which, &c. are and at the said Time in which, &c. and also from the Time to the contrary whereof the Memory of Man is not, were Parcel of the Manor of *Bushey*, and of the Customary Land of the same Manor, and also demised and demisable by Copy of Court-Roll of the same Manor by the Lord or Lords of the same, or by his or their Steward of the Court

Court of the said Manor for the Time being, to any Person or Persons willing to take the same in Fee-simple or otherwise, at the Will of the Lord or Lords, according to the Custom of the said Manor :

*Whereof Defendant and the Earl of Essex are Lords.*

And the said *Sylas* further says, that the aforesaid Earl and Sir *William* before the said Time in which, &c. *to wit*, on the twenty-first Day of *April* in the said first Year of the Reign of our said Lord the present King, were lawfully Lords of the said Manor :

*And granted the Locus in quo, &c. to Plaintiff.*

And the said Earl and Sir *William* then being Lords of the said Manor, afterwards and before the said Time in which, &c. *to wit*, on the same twenty-first Day of *April* in the first Year aforesaid at a Court of the said Earl and Sir *William* of their said Manor then held for the said Manor within the said Manor at *Busbey* aforesaid in the County of *Hertford*, by one *Thomas Smith*, Gent. then their Steward of their said Manor, by Copy of Court-Roll of the said Manor, granted the said two Acres of Pasture with the Appurtenances, in which, &c. among other Lands and Tenements, to the said *Sylas* ; To have and to hold to the said *Sylas* and his Heirs and Assigns for ever, at the Will of the Lords according to the Custom of the said Manor : And the said *Sylas* according to the Custom of the said Manor was then and there admitted Tenant thereof, by Virtue of which said Grant and Admission, the said *Sylas* before the said Time in which, &c. into the said

*Who was admitted Tenant.*

two Acres of Pasture with the Appurtenances in which, &c. among other Lands and Tenements entered, and was and yet is seised thereof in his Demesne as of Fee-simple at the Will of the Lords, according to the Custom of the said Manor : And the said *Sylas* being so seised thereof before the said Time in which, &c. put his said Cattle into the said two Acres of Pasture in which, &c. to eat the Grass then growing in the same ; and the said Cattle were in the said two Acres of Pasture in which, &c. eating the Grass then growing there until the said Sir *William Parkins* on the said eighteenth Day of *May* in the first Year aforesaid, at *Busshey* aforesaid in the said two Acres of Pasture called *Maryhill Grounds*, in which, &c. took the said Cattle of the said *Sylas*, and unjustly detained them against Gages and Pledges until, &c. as the said *Sylas* above complains against him : And this he is ready to verify : Wherefore for that the said Sir *William Parkins* above acknowledges the taking the said Cattle, the said *Sylas* prays Judgment, and his Damages by Occasion of the taking and unjustly detaining the said Cattle, to be adjudged to him, &c.

*Replication.*  
Confesses that  
the Locus in  
quo, &c. is  
Parcel of the  
Manor of B.

And the said Sir *William* says, that well and true it is, that the said two Acres of Pasture with the Appurtenances in which &c. are, and at the said Time in which &c. and also from the Time to the contrary whereof the Memory of Man is

not

not, were Parcel of the said Manor of *Bushey* and of the customary Land of the said Manor, and demised and demisable by Copy of Court-Roll of the said Manor, by the Lord or Lords of the said Manor, or by his or their Steward of the Court of the said Manor for the Time being, to any Person or Persons willing to take the same in Fee-simple or otherwise, at the Will of the Lord or Lords, according to the Custom of the said Manor: And that the said Earl and Sir *William* before the said Time in which, *Ec. to wit*, on the said twenty-first Day of *April* in the said first Year of the Reign of our said Lord the present King, were lawfully Lords of the said Manor: And the said Earl and Sir *William* then being Lords of the said Manor, afterwards and before the said Time in which, *Ec. to wit*, on the said twenty-first Day of *April* in the said first Year aforesaid, at *Bushey* aforesaid in the County of *Hertford* aforesaid, by the said *Thomas Smith* then their Steward of the Court of their said Manor, by Copy of Court Roll of the said Manor, granted the said two Acres of Pasture with the Appurtenances in which, *Ec.* among other Lands and Tenements, to the said *Sylas*; To have and to hold to the said *Sylas*, his Heirs and Assigns for ever, at the Will of the Lords according to the Custom of the said Manor; and that the said *Sylas* according to the Custom of the said Manor then and there was admitted Tenant thereof;

*That said Earl and Defendant were Lords.*

*Granted to Plaintiff.*

*Who was admitted Tenant.*



*But the Lands  
of the Value of  
28l. per Ann.*

*And a Fine of  
35l. was as-  
sessed on the  
Plaintiff.*

And that by Virtue of the said Grant and Admission, the said *Sylas* before the said Time in which, &c. into the said two Acres of Pasture with the Appurtenances in which, &c. among other Lands and Tenements, entered and was seised thereof in his Demesne as of Fee, at the Will of the Lords, according to the Custom of the said Manor, as the said *Sylas* above in Pleading has alledged : But the said Sir *William Parkins* further says, that the said two Acres of Pasture with the Appurtenances in which, &c. together with the other Lands and Tenements in the said Copy mentioned, and by the said Copy granted to the said *Sylas* and his Heirs, and to which the said *Sylas* was as aforesaid admitted, at the said Time of the said Admission of the said *Sylas* in the same, were, and yet are, of the clear yearly Value of twenty and eight Pounds ; And that the said Earl and Sir *William*, by the said *Thomas Smith*, in the said full Court of the said Manor, held within the said Manor on the twenty-first Day of *April* in the said first Year of the Reign of our said Lord the present King, the said *Thomas Smith* being then Steward of the Earl and Sir *William* then Lords of the said Manor of the said Court of their said Manor as aforesaid, after the Admission of the said *Silas Titus* to the said two Acres in which, &c. and the said other Lands and Tenements granted by the said Copy to the said *Sylas*, then

then and there assessed and appointed the Sum of thirty and five Pounds for a Fine for the said Grant to the said *Sylas* of the said two Acres of Pasture with the Appurtenances in which, &c. and of the said other Lands and Tenements granted by the said Copy in Form aforesaid, to be paid by the said *Sylas* to the said Earl and Sir *William* being Lords of the said Manor as aforesaid, upon the first Day of *May* then next ensuing, at the Porch of the Church of the Parish of *Bushey* aforesaid in the said County of *Hertford*, and that the said *Sylas* then and there, *to wit*, at the said Manor had Notice of all and singular the said Premises : And the said Sir *Wil-* <sup>*Fine reasonable.*</sup>  
*iam* further says, that the said Fine for the Lands and Tenements by the said Copy in Manner and Form aforesaid granted to the said *Sylas*, was a reasonable Fine ; And that the said *Sylas Titus*, <sup>*Plaintiff refused to pay it.*</sup> although he had Notice of the said Premises from the said Lords of the said Manor at the said Court held as aforesaid at the said Manor on the said twenty-first Day of *April* aforesaid, did not pay to the said Earl and Sir *William*, Lords of the said Manor, or to either of them, the said Sum of thirty and five Pounds assessed for the said Fine in Form aforesaid upon the said first Day of *May* then next ensuing the Admission of the said *Sylas* at the said Porch of the parochial Church of *Bushey* aforesaid ; but then and there entirely refused, denied, and still does refuse

*Whereby forfeited.*

*Wheeler and Honor, Raymond 42. Co. Inst. 647. b. Cro. Eliz.*

*Dalton and Hammond 779. Cro. Ja. 617. Gardner and Norman.*

*Defendant and the Earl entered.*

*And were seised in Fee.*

*Cattle Damage feasant.*

use to pay the said thirty and five Pound to the said Earl and Sir *William*; by which the said *Sylas Titus* forfeited to the said Earl and Sir *William*, being Lords of the said Manor, whereof, &c. as aforesaid, all his said Customary Right, Estate, Title and Interest of and in the said two Acres of Pasture, with the Appurtenances in which &c. and the said other Lands and Tenements specified in the said Grant: After which said Forfeiture made in Form aforesaid, and before the said Time in which &c. the said Earl and Sir *William* being Lords of the said Manor as aforesaid, entered into the said two Acres of Pasture with the Appurtenances, in which, &c. and were and yet are seised thereof their Demesne as of Fee: And because the said Cattle after the said Entry, to wit at the said Time in which, &c. were in the said two Acres of Pasture with the Appurtenances, in which, &c. eating the said Grass then growing in the same and doing Damage there, the said Sir *William* as before in his own proper Right well knows, and as Bailiff of the said Earl well acknowledges the taking the said Cattle in the said Place in which, &c. and justifies &c. so doing Damage there, &c. And that he is ready to verify: Wherefore as before he prays Judgment, and a Return of the said Cattle, together with his Damages, Costs and Charges by him about his Service in this Behalf expended, according to the Form of the Statute in such Case lawfully made.

made and provided, to be adjudged to him, &c.

And the said *Sylas* protesting that the said sum of thirty and five Pounds for the said Fine for the Lands and Tenements granted by the said Copy to the said *Sylas* in Manner and Form aforesaid, was not a reasonable Fine, as the said Sir *William* has above by Pleading alledged, For Plea the said *Sylas* says, that there is, and from the Time to the contrary whereof the Memory of Man is not, hath been a Custom within the said Manor, used and approved within the said Manor for the whole Time aforesaid, to wit, that every Person, who should be admitted Tenant to any customary Lands or Tenements of the said Manor by Copy of Court-Roll of the said Manor, have been accustomed, and ought to pay to the Lord or Lords of the said Manor for the Time being, for a Fine for his Admission to such customary Lands or Tenements, so much Money as such Lands or Tenements were worth by the Year at the Time of such Admission, and not more: And the said *Sylas* in Fact says, that the said two Acres of Pasture, with the Appurtenances in which, &c. together with the other Lands and Tenements mentioned in the said Copy, and by the said Copy granted to the said *Sylas* and his Heirs, and to which the said *Sylas* was admitted as aforesaid, at the Time of the Admission of the said *Sylas* to the same were worth, and are yet worth twenty and eight Pounds by the Year,

*Rejoinder.*  
*Protestando*  
*Fine unreasonable.*

*Custom that the Fine should not exceed a Year's Value.*

*Premisses*  
*worth 28 l.*  
*per Annum.*



*Which Plain-  
tiff tendered.*

Year, and not more : And the said *Sylas* further says, that at the Time of his said Admission to the said Tenements with the Appurtenances, *to wit*, at the said Court of the said Manor held within the said Manor on the said twenty-first Day of *April* in the first Year aforesaid, he the said *Sylas* was ready and offered to pay to the said Sir *William* then one of the Lords of the said Manor, being then and there present in his own proper Person, so much Money as the said customary Tenement with the Appurtenances were worth by the Year at the Time of the Admission of the said *Sylas* to the same, *to wit*, twenty and eight Pounds of lawful Money of *England*, which said twenty and eight Pounds the said Sir *William* then and there intirely refused to take or accept of the said *Sylas* : And this he is ready to verify Wherefore as before he prays Judgment and his Damages by Occasion of the Taking and unjustly detaining the said Cattle, to be adjudged to him, &c.

*And Defen-  
dant refused.*

*Demurrer.*

And the said Sir *William* says, that the Plea of the said *Sylas* above by Rejoining pleaded, and the Matter therein contained, are not sufficient in Law to bar the said Sir *William* from having his Avow and Cognizance aforesaid, and that he has no Need and is not bound by the Law the Land to answer to the said Plea pleaded in Manner and Form aforesaid : And that he is ready to verify : Wherefore for Default of a sufficient Plea in this Behalf,

he said Sir *William* as before prays Judgment, and a Return of the said Cattle, together with his Damages, Costs and Charges by him about his Suit in this Behalf expended, according to the Form of the Statute in such Case lately made and provided, to be adjudged to him, &c. *Cause.* And for Cause of demurring in Law to the said Plea, the said Sir *William* according to the Form of the Statute in such Case lately made and provided shews, and the Court here demonstrates this Cause following, *to wit*, that the Value of the said is in Estimation, and the said Custom by the said *Sylas* above in Pleading pretended and alledged, is uncertain, insufficient and void in Law.

And the said *Sylas*, for that in his said *Joinder.* Plea above by Rejoining pleaded he has above alledged sufficient Matter in Law to bar the said Sir *William* from having his Writ of *Replevin* and Cognizance aforesaid, which he is ready to verify, which said Matter the said Sir *William* does not deny nor any way answer thereto, but intirely refuses to admit the verifying the same, as before prays Judgment, and his Damages, by Occasion of Taking and unjustly detaining the said Cattle, to be adjudged to him: And because the said Justices here *Continuance.* could advise themselves of and upon the Remissess before they give Judgment thereupon, a Day is given to the said Parties here until on the Octave of St. *Michael*, to hear their Judgment thereupon ;

*Judgment for  
the Plaintiff.*

on ; for that the said Justices here are not yet, &c. **At which Day** here come as well the said *Sylas* as the said Sir *William* by their Attorneys aforesaid : And upon the Premises being seen, and by the Justices here fully understood, it seems to the said Justices here, that the said Plea of the said *Sylas* above by Rejoining pleaded, and the Matter therein contained are sufficient in Law to bar the said *William* from having his Avowry and Cognizance aforesaid, as the said *Sylas* has above alledged ; for which the said *Sylas* ought to recover against the said Sir *William* his Damages, by Occasion of Taking and unjustly detaining the said Cattle.

*Inquiry awarded.*

**But** because it is not known what Damages the said *Sylas* has sustained by Occasion of the Taking and unjustly detaining the said Cattle, it is commanded to the Sheriff, that by the Oath of good and lawful Men of the County aforesaid, he diligently inquire what Damages the said *Sylas* has sustained, as well by Occasion of the Taking and unjustly detaining the said Cattle, as for his Costs and Charges by him about his Suit in this Behalf expended ; And that the Sheriff make appear here from the Day of *Easter* in 10 Days the Inquisition which he shall make thereupon, under his Seal, and the Seal &c. **At which Day** the said *Sylas* come here by his Attorney aforesaid, and the Sheriff, to wit, now sends here a certain Inquisition taken before him at *Stevens*

*The Return.*

the County aforesaid, on the fifteenth Day of *April* last past, by the Oath of Twelve, &c. by which it is found that the said *Sylas* sustained Damages by Occasion of the Taking and unjustly detaining the said Cattle, besides his Costs and Charges by him about his Suit in this Behalf extended, to Four-pence, and for those Costs and Charges to Six-pence: **Therefore** it <sup>Judgment</sup> considered, that the said *Sylas* reco-<sup>signed 3 May</sup> <sup>2 Jac. 2.</sup> against the said Sir *William* his said Damages to Ten-pence, found by the said Inquisition in Form aforesaid, and also nine Pounds five Shillings and Two-pence by the Court here adjudged to the said *Sylas* at his Request for his said Costs and Charges of Increase, which said Damages the whole amount to nine Pounds and six Shillings: And the said Sir *William* in *Mercy*, &c.

*Pleas before our Lord the King at Nisi Prius*  
*Westminster, of the Term of Holy Record.*  
*Trinity in the Twenty-ninth Year*  
*of the Reign of our Sovereign Lord*  
*Charles the Second, now King of*  
*England, &c.*

City of *Coventry*, **T** *Thomas Barford*, late of <sup>B. R. Decla-</sup>  
to wit, *Wikin* in the County <sup>ration in Re-</sup>  
of the City of *Coventry* aforesaid, *Yeoplevin.*  
man, was summoned to answer *Mary*  
*Lady Digby*, Widow, of a Plea where-  
in he took the Cattle of the said *Mary*  
and



and them unjustly detained against Gage and Pledges, &c. And whereupon the said Mary, by H. R. her Attorney, complains that the said Thomas on the twenty-third Day of October in the twenty-eighth Year of the Reign of our Sovereign Lord Charles the Second now King of England &c. at the City of Coventry in the County of the same City, in the King's Highway there took the Cattle of the said Lady Mary, to wit, five Oxen and one Heifer and them unjustly detained against Gage and Pledges until, &c. Whereupon the said Lady Mary says that she is injured and has Damage to the Value of twenty Pounds: And thereupon she brings Suit &c.

*Plea Property  
in a Stranger.  
Salk. 5.*

*Traverse.*

And the said Thomas Barford, by G. his Attorney, comes and defends the Force and Injury, when, &c. and says, that the Time the said Cattle are supposed to have been taken, the Property of the Cattle was in one Rebecca Crab, Widow Administratrix of all and singular the Goods and Chattels, Rights and Credits, which were of William Crab her late Husband deceased, at the Time of his Death, without this, that the Property of the said Cattle, at the Time of the Taking of the same was in the said Lady Mary Digby, as by her said Writ and Declaration above thereupon supposes: And this he is ready to verify: Wherefore he prays Judgment of the said Writ and Declaration, and a

turn of the said Cattle to be adjudged to him, &c.

And the said *Mary Lady Digby* says, *Replication.*

that her said Writ and Declaration ought not to be quashed, because she says, that the Property of the said Cattle, at the said Time of the Taking them, was in her the said *Mary Lady Digby*, in Manner and Form as she by her Writ and Declaration afore said has thereupon above alleged, *to wit*, at the City of *Coventry* afore said in the County of the same City :

And she prays that this may be inquired of by the County : *And* the said *Thomas Bar-* *Issue.*

*ford* does so likewise : **Therefore** it is commanded to the Sheriff, that he cause to come before our Lord the King from the Day of the Holy *Trinity* in three Weeks ; Wheresoever, &c. twelve, &c. by whom, &c. and who neither, &c. to recognize, &c. because as well, &c. The same Day given to the Parties afore said, &c.

*Pleas before our Lord the King at Westminster, of the Term of the Holy Trinity in the twenty-ninth Year of the Reign of our Sovereign Lord Charles the Second, now King of England, &c.*

City of *Coventry*, **T**HE Jury between Jurat.

*to wit*, *Mary Lady Digby*,  
Widow, by her Attorney, Plaintiff, and  
*Thomas Barford*, late of *Wikin* in the

Vol. II.

A a

County

Le Scien-  
dum.

Non Prof.  
in Replevin.

Plaint in  
County Court.

County of the City of *Coventry* aforesaid, Yeoman, of a Plea of Taking and Detaining Cattle, &c. are respited before our Lord the King until from the Day of *St Michael* in three Weeks, wheresoever, &c. unless the Justices of our Lord the King, assigned to take the Assizes in the County of the said City, shall first come on *Wednesday* the 25th Day of *July* at the City of *Coventry* aforesaid in the County of the same City, by Form of the Statute, &c. for Default of the Jurors, &c. Therefore let the Sheriffs have the Bodies, &c. The same Day is given to the said Parties, &c. And be it known, that the Writ of our Lord the King thereupon, on the fourth Day of *July* in this same Term, before our Lord the King at *Westminster*, is delivered to the Undersheriff of the County of the City of *Coventry* aforesaid, to be executed in Form of Law at his Pleasure &c.

*Suffex*, BE it remembered, that Matthew Green the Elder heretofore, to wit, at the County Court of *Suffex*, held at *Lewes* for the County aforesaid, on the fourteenth Day of *May* in the twelfth Year of the Reign of our Sovereign Lady *Anne*, by the Grace of God, of *Great Britain*, &c. before *Samuel Watts* and *Stephen Weller*, Suitors of the same Court, complained against *William Althorne*, Gent. of a Plea of Taking and unjustly Detaining the Cattle of the said Matthew

Matthew, to wit, eight Ewes and six Lambs; which said Plaintiff, by Virtue of the Writ of our Lady the Queen of Recordari facias Loquelam, returnable from the Day of St. Michael in three Weeks in that same Term, wheresoever, &c. was had here at Westminster from the Day of St. Michael in the said three Weeks at the Request of the said William: At which Day at Westminster aforesaid came as well the said Matthew, by John Michel his Attorney, as the said William, by John Al-  
Removed into  
B. R. by Re-  
cordari.  
 sen his Attorney: And the said Matthew  
Declaration.  
 by his said Attorney complains, that the said William on the ninth Day of April in the twelfth Year of the Reign of our Sovereign Lady Anne, now Queen of Great Britain, &c. at Chabvrington in the County aforesaid, in a certain Place there called the Croft, took the Cattle, to wit, 8 Ewes and six Lambs of the said Matthew, and them unjustly detained against Gages and Pledges, &c. until, &c. Wherefore the said Matthew says, that he is injured, and hath Damage to the Value of ten pounds: And thereupon he brings Suit, &c. And the said William by his said At-  
Impar lance.  
 torney defends the Force and Injury, then, &c. and prays Leave to imparle thereupon before our Lady the Queen upon the Octave of St. Hilary, wheresoever, &c. and has, &c. The same Day is given as well to the said Matthew as to the said William, &c. At which Day before  
Impar lance  
continued.  
 our Lady the Queen at Westminster came



*Defendant says  
that he took the  
Cattle in an-  
other Place.*

*Traverse.*

*Suggestion pro  
reorn' ha-  
bend.*

*as Bailiff of  
R. R. makes  
Cognizance for  
Rent Arrear.*

*R. R. seised  
in Fee.*

as well the said *Matthew* as the said *William* by their Attorneys aforesaid: And upon this the said *William* prays further Leave to imparl thereupon before our said Lady the Queen, until from the Day of *Easter* in fifteen Days, wheresoever, &c. and has, &c. The same Day is given as well to the said *Matthew* as to the said *William*, &c. At which Day before our said Lady the Queen at *Westminster*, came as well the said *Matthew* as the said *William* by their Attorneys aforesaid: And upon this the said *William* by his said Attorney says, that he took the said Cattle at *Ripe* otherwise *Ecklington*, in the County aforesaid, without this, that he took the said Cattle at *Chalvington* in the County aforesaid, as the said *Matthew Green* by his said Declaration has above alledged: And that he is ready to verify: Wherefore he prays Judgment of the said Writ, and that the said Writ and Declaration may be quashed &c. And for having a Return of the said Cattle the said *William* as Bailiff of *Robert Raines* well acknowledges the Taking of the said Cattle at *Ripe*, otherwise *Ecklington* in the County aforesaid, in a certain Place called the *Cony Earths*; and justly, &c. because he says that the said Place called the *Cony Earths* containeth and at the Time in which, &c. containeth five Acres with the Appurtenances in the said Parish of *Ripe* otherwise *Ecklington* of which said five Acres of Land, with the Appurtenances, the said *Robert* before

faid Time in which, &c. was seised in his Demesne as of Fee; and being so thereof seised before the said Time in which, &c. *to wit*, on the eighteenth Day of *March* in the *Leases to* eleventh Year of the Reign of our So. M. G. vereign Lady *Anne* now Queen of Great Britain, &c. at the Parish of *Selmiston* in the County aforesaid, the said *Robert Raines* demised to one *Matthew Green* the younger the said five Acres with the Appurtenances, by the Name of all those two Pieces or Parcels of Pasture called the *Cony Earths*, with the Appurtenances, lying and being in *Ripe*, otherwise *Eckington* aforesaid, To have and occupy the said five Acres of Land with the Appurtenances, whereof, &c. to the said *Matthew Green* the younger, from the Feast of the Annunciation of the Blessed Virgin *Mary* then next ensuing, unto the End and Term of one whole Year, and so from Year to Year as long as it should please both Parties: Yielding and paying therefore the yearly Rent or Sum of 50*s.* of lawful Money of *Great Britain*, to be paid at the two most usual Feasts or Times of Payment in the Year, *to wit*, at the Feast of *St. Michael* the Archangel, and the Annunciation of the blessed Virgin *Mary*, by even and equal Portions; by *Lessee enters.* Virtue of which said Demise the said *Matthew Green* the younger afterwards, and before the said Time in which, &c. *to wit*, on the twenty-sixth Day of *March* in the Year last aforesaid, entered into the

*Rent Arrear.*

faid five Acres of Land with the Appurtenances, whereof, &c. and was possessed thereof: And the faid *Matthew Green* the younger being so possessed thereof, and the faid *Robert* being seised of the Reversion of the faid five Acres of Land, with the Appurtenances, in his Demesne as of Fee; and because 50 s. of the faid Rent for one Year ended at the Feast of the Annunciation of the Blessed Virgin *Mary* in the twelfth Year of the Reign of our Lady the Queen of Great Britain, &c. were in Arrear and unpaid to the faid *Robert* after that Feast, and at the faid Time in which, &c. the faid *William* as Bailiff of the faid *Robert*, well acknowledges the Taking the faid Cattle in the faid Place in which, &c. as a Parcel of the faid Tenements, with the Appurtenances, whereof, &c. demised to the faid *Matthew Green* the Younger in Form aforesaid, and justly, &c. for the faid 50 s. of Rent being in Arrear to the faid *Robert* in Form aforesaid, &c. And this he is ready to verifiy: Wherefore he prayeth Judgment, and a Return of the faid Cattle, together with his Damages, Costs and Charges in this Behalf expended, according to the Form of the Statute in such Cases made and provided, to be adjudged to him &c.

*Day given for  
the Plaintiff  
to plead in Bar.*

And upon this the faid *Matthew* prayeth Leave of the Court of our faid Lady the present Queen here until from the Day of St. Michael in three Weeks, wheresoever &c. to plead in Bar of the faid Cognizance

and has, &c. The same Day is given as well  
to the said *Matthew* as to the said *William*,  
&c. **Before which Day** our said Lady the *Death of the*  
Queen died, and our Sovereign Lord *George Queen.*  
the present King succeeded, and took upon  
himself the Government of this Kingdom :  
**At which** said Return from the Day of St.  
*Michael* in three Weeks before our said  
Lord the King at *Westminster* came as well  
the said *Matthew* as the said *William* by their  
Attorneys aforesaid : And the said *Matthew* *Further Day*  
prays further Leave of the Court of our said *given.*  
Lord the present King here until on the Oc-  
tave of St. *Hilary*, wheresoever, &c. to plead  
in Bar of the said Cognizance, and has, &c.  
The same is given as well to the said *Mat-*  
*thew* as to the said *William*, &c. **At which**  
said Return on the Octave of St. *Hilary* be-  
fore our said Lord the King at *Westminster*  
came as well the said *Matthew* as the said  
*William* by their Attorneys aforesaid : And *Further Day*  
the said *Matthew* prays further Leave of *given.*  
the Court of our said Lord the present  
King here until from the Day of *Easter* in  
fifteen Days, wheresoever, &c. to plead in  
Bar of the said Cognizance, and has, &c.  
The same Day is given as well to the said  
*Matthew* as to the said *William*, &c. **At**  
**which** said Return from the Day of *Easter*  
in fifteen Days before our said Lord the  
King at *Westminster* came as well the said  
*Matthew* as the said *William* by their At-  
torneys aforesaid : And the said *Matthew* *Further Day*  
prays further Leave of the Court of our *given.*  
said Lord the present King here until on



**Plaintiff**  
*makes Default*

**Judgment.**

**Defendant**  
*prays a Writ*  
*of Inquiry.*

**Inquiry a-**  
**warded.**

the Morrow of the Holy *Trinity*, wherefoever, &c. to plead in Bar of the said Cognizance, and has, &c. The same Day is given as well to the said *Matthew* as the said *William*, &c. **Upon which** the said *Matthew* being solemnly demanded, came not, nor did he further prosecute his said Writ: **Therefore** it is considered, that the said *Matthew* take nothing by his said Writ, but be in Mercy for his false Complaint thereupon, and that the said *William* go thereupon without Day, &c. **And thereupon** the said *William*, according to the Form of the Statute in such Case lately made and provided, prays the Writ of our said Lord the present King to be directed to the Sheriff of the County aforesaid, to inquire of the Arrears of the said Rent, and of the Value of the Goods and Chattels above specified; and it is granted to him &c. **Therefore** it is commanded to the Sheriff of the County aforesaid, that according to the Form of the said Statute, by the Oath of twelve good and lawful Men of his County, he diligently inquire how much of the said yearly Rent was in Arrear and unpaid, at the said Time of the taking and distraining the said Goods and Chattels, and how much the said Goods and Chattels so as aforesaid taken and distrained were worth, according to the Value of them; and that the Sheriff should make appear here the Inquisition which &c. from the Day of *St. Michael* in three Weeks, wherefoever, &c. under his Seal

and the Seals, &c. **At which Day** here came *Return of In-*  
the said *William* by his Attorney afore said, *quiry.*

and the Sheriff, *to wit*, Sir J. S. Baronet,  
now returns here a certain Inquisition taken  
before him at *Eastgrinstead* in the County  
afore said on the fifth Day of *August* last  
past, by the Oath of twelve good and law-  
ful Men, by which it is found, that at the  
Time of taking the said Goods and Chat-  
tels, 50 s. of the said yearly Rent in the  
said Avowry mentioned were due to the  
said *William* in Arrear, and were unpaid ;  
and that the said Goods and Chattels, so  
as afore said taken and distrained, accord-  
ing to the true Value thereof were worth  
50 s. **Therefore** it is considered, that the

said *William* recover against the said *Mat-* *Judgment*  
*thew* the said 50 s. of the Rent afore said, *thereon.*  
being found by the said Inquisition in Form  
afore said, and his Damages by Occasion of  
the Premisses to nine Pounds, by the Court  
of our Lord the present King here adjudged  
to the said *William*, at his Request, for his  
Costs and Charges by him in this Behalf  
sustained, according to the Form of the  
Statute thereupon lately made and provi-  
ded: Which said Value, Costs and Charges  
in the whole amount to 14 l. &c.

*England,* **O** UR Lord the King, and Lady *Entry of Writ*  
*to wit.* the Queen, sent to their *of Error on a*  
trusty and well-beloved the Mayor, Bailiffs *Judgment in*  
and Deputy Steward of their Borough of *Replevin in the*  
*New Windsor*, and to each of them their *Borough Court*  
Writ close in these Words, *to wit*, *William*  
and

and *Mary*, by the Grace of God, &c. To the Mayor, Bailiffs, and Deputy Steward of our Borough of *New Windsor*, and to each of them, Greeting : Because in the Record and Proceedings, and also in giving Judgment of a Plaint which was before you in our Court of the Borough aforesaid without our Writ between *John Butcher* and *Thomas Porter* of Goods of the said *John* taken and unjustly detained, as it is said, manifest Error hath intervened to the great Damage of the said *John*, as on his Complaint we have been informed, we being willing that the Error, if any hath been, be in due manner corrected, and that full and speedy Justice be done to the said Parties in this Behalf, command you that if Judgment be thereupon given, you then distinctly and openly send to us under your Seal the Record and Proceedings aforesaid, with all things touching the same and this Writ, so that we may have them on the Octave of *St. Hilary*, wheresoever we shall then be in *England*, that inspecting the Record and Proceedings aforesaid we may cause further to be done thereupon for correcting the said Error, what of Right and according to the Law and Custom of our Kingdom of *England* shall be to be done. Witness ourself at *Westminster* the fourth Day of *December* in the second Year of our Reign.

Allowed

*Skinner.*

The Execution of this Writ appears in *Return.*  
 certain Schedule to this Writ annexed.

The Answer of the Mayor, Bailiffs and  
 Deputy Stewards of the Borough of *New*  
*Windsor* in the County of *Berks.*

Borough of *New Windsor*, to wit, **Pleas** *Placita.*

in the Court of Record of our Lord *Wil-*  
*iam* and Lady *Mary*, by the Grace of God,  
 of *England, Scotland, France* and *Ireland,*  
 King and Queen, Defenders of the Faith,

&c. of the Borough of *New Windsor* held  
 in the *Guildhall* of the said Borough within  
 the same Borough on *Monday*, to wit, the

ninth Day of *June* in the second Year of their  
 reign, before *Thomas Buck* Gent. Mayor,

*Samuel Chapman* and *James Joyce*, Bailiffs,  
 and *Thomas Staples*, Esq; Deputy Steward

of the said Borough, by Virtue of Letters *Court held by*

Patent of our Lord *Charles* the Second, late *Letters Pa-*

King of *England, &c.* under the great Seal *tent.*

of *England* in that Behalf made, &c. **At** *Plaint.*

this Court *John Butcher* comes in his pro-  
 per Person, and affirms his certain *Plaint*

against *Thomas Porter* in a *Plea* of taking  
 and unjustly detaining his Goods and Char-

ters, and finds *Pledges* to prosecute the said *pledges to*

*plaint*, to wit, *John Doe* and *Richard Roe*,

and prays the Process of the said Court to *Precepts.*

made to him thereupon in the *Plea* afore-

said; and it is granted to him, &c. by

which at the Prayer of the said *John Butcher*,

in and by this same Court now here held,

is commanded to *John Redman*, Serjeant

Mace of the said Borough, and a Mini-

ster



ster of the said Court, that whereas *John Butcher* grievously complaining, has shewn that one *Thomas Porter*, at *New Windsor* and within the Jurisdiction of the Court of the said Borough, took his Goods and Chattels, to wit, sixteen Pewter Plates, fourteen Pewter Dishes, and seventeen Pipes of strong Beer and Ale, and unjustly detained them against Gages and Pledges, as it is said; and because the said *John* has found sufficient Security as well to prosecute his Complaint as to return the said Goods and Chattels, if a Return thereof should be adjudged against him in the said Court.

*To replevy the Goods.*

*And summon Defendant.*

*Precept returned.*

Therefore on the Behalf of our Lord the King, and Lady the Queen, it is commanded to the said Serjeant at Mace of the said Borough, and Minister of the said Court, that he cause the said Goods and Chattels to be replevied and delivered to the said *John Butcher*, and that he summon the said *Thomas Porter*, that he be before the Mayor, Bailiffs, and Deputy Steward of the said Borough, at the next Court of our said Lord the King, and Lady the Queen, of the said Borough to be held by Virtue of the said Letters Patent, at and by the Guildhall of the same Borough on Monday, to wit, the 16th Day of the said Month of June, to answer the said *John Butcher* in the Plea aforesaid: The same Day given to the said *John Butcher* here, &c. At which said next Court of our said Lord the King, and Lady the Queen, of the said Borough aforesaid, held by Virtue of

said Letters Patent on the said 16th Day  
 of June in the second Year aforesaid, here,  
 in and at the Guildhall of the Borough  
 aforesaid, before the said Thomas Buck,  
 Mayor, S. Chapman and James Joyce, Bai-  
 liffs, and Thomas Staples, Esq; Deputy  
 Steward of the said Borough, the said John  
 Butcher comes in his proper Person, and  
 the said Serjeant at Mace of the said Bo-  
 rough, and Minister of the said Court, now  
 here returns the said Precept directed to  
 him in Form aforesaid, in all things served  
 and executed, to wit, that he by Virtue  
 of the said Precept directed to him in Form  
 aforesaid, had caused the Goods and Chat-  
 tels, which the said Thomas Porter had  
 taken, to be delivered to the within named  
 John Butcher, and summoned the said Tho-  
 mas Porter, that he should be at the said  
 Day and Place in the said Writ contained,  
 to answer to the said John Butcher in the  
 Plea aforesaid, as it was commanded to  
 him: And thereupon in this same Court Warrant of  
 now held here the said John Butcher puts Attorney for  
 in his Place P. C. his Attorney against the Plaintiff.  
 said Thomas Porter of the Plea aforesaid :  
 And the said Thomas Porter puts in his Place For Defendant.  
 M. his Attorney against the said John  
 Butcher of the Plea aforesaid : Upon which, Dies dat. ad  
 at this same Court now held here the said Narrand.  
 John Butcher, by his Attorney aforesaid,  
 prays Leave to declare upon his said Plea  
 in the Plea aforesaid against the said Tho-  
 mas Porter here, until to the next Court  
 of our said Lord the King, and Lady the  
 Queen,

Dies ulterius  
dat'.

Plaintiff de-  
clares.

Queen, of the Borough aforesaid, to be held by Virtue of the said Letters Patent, at and in the *Guildhall* of the said Borough on *Monday, to wit*, the 23d Day of the same Month of *June* in the second Year aforesaid, before the Mayor, Bailiffs, and Deputy Steward of the said Borough, and has it, &c. The same Day is given to the said *Thomas Porter* here, &c. At which said next Court of our said Lord the King, and Lady the Queen, of the Borough aforesaid, held by Virtue of the said Letters Patent on the said 23d Day of *April* in the second Year aforesaid here, *to wit*, at and in the *Guildhall* of the Borough aforesaid, before the said *Thomas Buck*, Gent. Mayor of the said Borough, *S. C.* and *J. J.* Bailiffs and *Thomas Staples*, Esq; Deputy Steward of the said Borough, come as well the said *John Butcher* as the said *Thomas Porter*, by their Attorneys aforesaid; And the said *John Butcher* prays further Leave to declare upon his said *Plea* in the *Plea* aforesaid against the said *Thomas Porter*, until the next Court of our said Lord the King and Lady the Queen, of the Borough aforesaid, to be held by Virtue of the said Letters Patent here, at and in the *Guildhall* of the said Borough on *Monday, to wit*, the 30th Day of this present Month of *June* in the second Year aforesaid, before the Mayor, Bailiffs, and Deputy Steward of the said Borough, and has it, &c. The same Day is given to the said *Thomas Porter* here, &c. At which said next Court of our said

Lord the King, and Lady the Queen, of the Borough aforesaid, held by Virtue of the said Letters Patent on the said 30th Day of the Month of *January* in the second Year aforesaid here, *to wit*, at and in the Guildhall of the said Borough, before the said *Thomas Buck*, Gent. Mayor, *S. C.* and *J. J.* Bailiffs, and *Thomas Staples*, Esq; Deputy Steward of the said Borough, comes as well the said *John Butcher* as the said *Thomas Porter*, by their Attorneys aforesaid; and the said *John Butcher* now declares upon this said Plaint against the said *Thomas Porter* in these Words, *to wit*, Borough of *New Windsor*, *to wit*, *John Butcher* complains against *Thomas Porter* in a Plea, wherefore he took the Goods and Chattels of the said *John*, and unjustly detained them against Gages and Pledges, &c. And whereupon the said *John*, by *P. C.* his Attorney, complains for that, *to wit*, that the said *Thomas* on the 22d Day of *July* in the second Year of the Reign of our Sovereign Lord *William*, and Sovereign Lady *Mary*, now King and Queen of *England*, at *New Windsor*, in a certain Place there called the House of *Richard Sambee*, within the Jurisdiction of this Court, took the Goods and Chattels of the said *John*, *to wit*, sixteen Pewter Plates, fourteen Pewter Dishes, and seventeen Pipes of strong Beer and Ale of the said *John*, and unjustly detained them against Gages and Pledges, until, &c. Wherefore the said *John* saith that he is injured, and hath Damage to the Value of 50 *l.* And there-



Li. lo.

Ult. Li. lo.

thereupon he brings Suit, &c. And thereupon at this same Court now held here the said *Thomas Porter* comes and defendeth the Force and Injury, when, &c. and prays Leave thereupon to imparl here until to the next Court of our Lord the King and Lady the Queen, of the Borough aforesaid, to be held by Virtue of the said Letters Patent, in and at the *Guildhall* of the said Borough on *Monday, to wit,* the eleventh Day of the same Month of *August* in the second Year aforesaid, before the Mayor, Bailiffs, and Deputy Steward of the said Borough, and has it, &c. The same Day is given to the said *John Butcher* here, &c. At which said next Court of our Lord the King, and Lady the Queen of the Borough aforesaid, held by Virtue of the said Letters Patent on the eleventh Day of *August* in the second Year aforesaid here, to wit, at and in the *Guildhall* of the said Borough, before the said *Thomas Buck*, Gent. Mayor, S.C. and *J. J.* Bailiffs, and *Thomas Staples*, Esq. Deputy Steward of the said Borough, come as well the said *John Butcher* as the said *Thomas Porter*, by their Attorneys aforesaid; and the said *Thomas Porter* then and there in this same Court of our said Lord the King, and Lady the Queen, further prayed Leave to imparl thereupon here until to the next Court of our said Lord the King, and Lady the Queen, of the Borough aforesaid, to be held by Virtue of the said Letters Patent, at and in the *Guildhall*

hall of the same Borough, on *Monday*, to wit,  
the 18th Day of the same Month of *August*  
in the second Year aforesaid, before the  
Mayor, Bailiff, and Deputy Steward of  
the same Borough; and has it, &c. The  
same Day is given to the said *John Butcher*  
here, &c. **At which** said next Court of our  
said Lord the King, and Lady the Queen,  
of the Borough aforesaid, held by Virtue  
of the said Letters Patent on the said 18th  
Day of *August* in the second Year aforesaid  
here, to wit, at and in the *Guildhall* of  
the said Borough, before the said *Thomas*  
*Back*, Gent. Mayor, *S. C.* and *J. J.* Bai-  
liffs, and *Thomas Staples*, Esq; Deputy  
Steward of the said Borough, comes as well  
the said *John Butcher* as the said *Thomas*  
*Porter*, by their Attorneys aforesaid: **And**  
the said *Thomas Porter* says, that the said  
*John Butcher* ought not to have or maintain  
his said Action thereupon against him, be-  
cause he says, that at the Time the taking  
of the said Goods and Chattels is supposed to  
be done, the Property of the said Goods  
and Chattels was in one *Roger Sambee* yet  
being, and not in the said *John Butcher*:  
and this he is ready to verify: Wherefore  
he prays Judgment, and a Return of the  
said Goods to be adjudged to him, &c.  
**Upon which** at the same Court now here  
held the said *John Butcher* prays Leave to  
reply thereto here, until to the next Court  
of our said Lord the King, and Lady the  
Queen, of the Borough aforesaid, to be  
held by Virtue of the said Letters Patent,

*Plea, Property*  
*in a Stranger.*  
*Salk. 5.*

*Dies dat' ad*  
*Replicand.*

Dies ulterius  
dat'.

in and at the *Guildhall* of the said Borough on *Monday, to wit*, the 25th Day of the same Month of *August* in the second Year aforesaid, before the Mayor, Bailiffs, and Deputy Steward of the said Borough, and he has it, &c. The same Day is given to the said *Thomas Porter*, here, &c. At which said next Court of our said Lord the King and Lady the Queen, of the Borough aforesaid, held by Virtue of the said Letters Patent on the said 25th Day of *August* in the second Year aforesaid here, *to wit*, and in the *Guildhall* of the said Borough before the said *Thomas Buck*, Gent. Mayor, *S. C.* and *J. J.* Bailiffs, and *Thomas Staples* Esq; Deputy Steward of the said Borough comes as well the said *John Butcher* as the said *Thomas Porter*, by their Attorneys aforesaid: And the said *John Butcher* prays further Leave to reply here, until to the next Court of our said Lord the King, and Lady the Queen, of the Borough aforesaid, to be held by Virtue of the said Letters Patent, at and in the *Guildhall* of the said Borough on *Monday, to wit*, the 8th Day of *September* in the second Year of the Reign of our said Sovereign Lord and Lady *William and Mary*, now King and Queen of *England*, &c. before the Mayor, Bailiffs, and Deputy Steward of the Borough aforesaid; and he has it, &c. The same Day is given to the said *Thomas Porter* here, &c. At which said next Court of our said Lord the King, and Lady the Queen, of the Borough aforesaid, held by Virtue of the said Letters

Lette

Letters Patent on the said *Monday*, to wit,  
the Day of *September* in the Year

aforesaid, here, to wit, at and in the *Guild-  
hall* of the said Borough, before the said  
*Thomas Buck*, Gent. Mayor, *S. C.* and  
*J. Bailiffs*, and *Thomas Staples*, Esq; De-  
puty Steward of the said Borough, comes  
as well the said *John Butcher* as the said  
*Thomas Porter*, by their Attorneys afore-  
said: And the said *John Butcher* says, that  
the said Plea, by the said *Thomas Porter*  
above pleaded, and the Matter therein con-  
tained, are not sufficient in Law to bar the  
said *John Butcher* from having his said Ac-  
tion thereupon against the said *Thomas Por-  
ter*; and that he the said *John Butcher* has  
no need, nor is he bound by the Law of  
the Land in any manner to answer thereto :  
and this he is ready to verify : Wherefore  
for Default of a sufficient Plea in this Be-  
half the said *John Butcher* prays Judgment,  
and his Damages, by occasion of the said  
trespass, to be adjudged to him, &c. Upon  
which at this same Court now held here on  
the same

*Demurrer.*

*Dies dat' ad  
jungend'.*

Day of *September* in the  
second Year aforesaid, the said *Thomas  
Porter* prays Leave to join in *Demurrer*  
there, until to the next Court of our said  
Lord the King, and Lady the Queen, of  
the Borough aforesaid, to be held by Vir-  
tue of the said Letters Patent, at and in  
the *Guildhall* of the said Borough on *Mon-  
day*, to wit, the sixth Day of *October* in the  
second Year of the Reign of our Sovereign  
Lord *William*, and Sovereign Lady *Mary*,



Dies ulterius  
dat'.

Mayor, &c.  
removed, and  
new Officers  
chosen.

now King and Queen of *England*, &c. before the Mayor, Bailiffs, and Deputy Steward of the said Borough; and he has it, &c. The same Day is given to the said *John Butcher* here, &c. **At which** said next Court of our said Lord the King, and Lady the Queen, of the Borough aforesaid, held by Virtue of the said Letters Patent on the said *Monday*, to wit, on the sixth Day of *October* in the second Year aforesaid here to wit, at and in the *Guildhall* of the said Borough, before the said *Thomas Buck* Gent. Mayor, *S. Chapman* and *J. Joyce* Bailiffs, and *Thomas Staples*, Esq; Deputy Steward of the said Borough, comes as well the said *Thomas Porter* as the said *John Butcher*, by their Attorneys aforesaid; And the said *Thomas Porter* prays further Leave to join in Demurrer here, until to the next Court of our said Lord the King, and Lady the Queen, of the Borough aforesaid, to be held by Virtue of the said Letters Patent, at and in the *Guildhall* of the said Borough on *Monday*, to wit, the 20th Day of *October* in the second Year aforesaid; and he has it, &c. The same Day is given to the said *John Butcher* here, &c. **And** afterwards, to wit, on the same sixth Day of *October* in the second Year aforesaid, the said *Thomas Buck*, Mayor of the said Borough, *J. Joyce*, one of the Bailiffs of the said Borough, and *Thomas Staples*, Esq; Deputy Steward of the said Borough, were in due manner amoved from their said several and respective Offices; and one

*Moses Brush*, Gent. was in due manner chosen and put into the said Office of Mayor of the said Borough, *N. Meystour* was in due manner chosen, and put into the Office of one of the Bailiffs, and *William Peisly*, Esq; was chosen, and put into the Office of Deputy Steward of the said Borough for the next Year then next ensuing, by Virtue of the said Letters Patent: **At which** Dies ulterius dat'.  
 the said next Court of our said Lord the King, and Lady the Queen, of the Borough aforesaid, held by Virtue of the said Letters Patent on the said *Monday*, to wit, on the third Day of *October* in the second Year aforesaid, here, to wit, at and in the *Guildhall* of the said Borough, before the said *Moses Brush*, Gent. Mayor, *S. C.* and *N. Meystour*, Bailiffs, and *William Peisly*, Esq; Deputy Steward of the said Borough, comes as well the said *Thomas Porter* as the said *John Butcher*, by their Attorneys aforesaid: And the said *Thomas Porter* prays further Leave to join in Demurrer here, until to the next Court of our said Lord the King, and Lady the Queen, of the Borough aforesaid, to be held by Virtue of the said Letters Patent, at and in the *Guildhall* of the said Borough on *Monday*, to wit, the third Day of *November* in the said second Year of the Reign of our said Lord and Lady the present King and Queen, before the Mayor, Bailiffs, and Deputy Steward of the said Borough; and he asks it, &c. The same Day is given to the said *John Butcher* here, &c. **At which** Joinder in Demurrer.  
 next

Cnr advifar.  
vult.

next Court of our said Lord the King, and Lady the Queen, of the Borough aforesaid held by Virtue of the said Letters Patent on the said *Monday, to wit*, on the third Day of *November* in the second Year aforesaid here *to wit*; at and in the *Guildball* of the said Borough, before the said *Moses Brush*, Gent Mayor, *S. C.* and *N. M.* Bailiffs, and *William Peisly*, Esq; Deputy Steward of the said Borough, comes as well the said *Thomas Porter* as the said *John Butcher*, by their Attorneys aforesaid: And the said *Thomas Porter* says, that the said Plea by him the said *Thomas Porter* pleaded, and the Matter therein contained, are good and sufficient in Law to bar the said *John Butcher* from having his said Action thereupon against him the said *Thomas Porter*: And because the said *John Butcher* does not answer to the said Plea, nor as yet any way deny the same, the said *Thomas Porter* before prays Judgment, and that the said *John Butcher* may be barred from having his said Action thereupon against him the said *Thomas Porter*, &c. But because the Court of our said Lord the King, and Lady the Queen here, are not yet advised of giving their Judgment of and upon the Premises, a Day is thereupon given to the said Parties here, until to the next Court of our said Lord the King, and Lady the Queen of the Borough aforesaid, to be held by Virtue of the said Letters Patent, at and in the *Guildball* of the said Borough on *Monday, to wit*, the 17th Day of *November*

er in the second Year aforesaid, before the Mayor, Bailiffs, and Deputy Steward of the said Borough, to hear their Judgment thereupon; for that the same Court of our said Lord and Lady the present King and Queen here are not yet, &c. *At which said* *Judgment for the Defendant.*  
next Court of our said Lord the King, and Lady the Queen, of the Borough aforesaid, held by Virtue of the said Letters Patent on the said *Monday, to wit*, on the 17th Day of *November* in the second Year aforesaid, here, *to wit*, at and in the *Guildhall* of the said Borough, before *Moses Brush*, Gent. Mayor, *S. C.* and *N. M.* Bailiffs, and *William Peissy*, Esq; Deputy Steward of the said Borough, comes as well the said *John Butcher* as the said *Thomas Porter*, by their Attorneys aforesaid; and upon this the Premises being seen and fully understood by the said Court here, it seems to the Court here, that the said Plea by the said *Thomas Porter* in Form aforesaid pleaded, and the Matter therein contained, are good and sufficient in Law to bar the said *John Butcher* from having his said Action thereupon against the said *Thomas Porter*: It is therefore considered by the said Court, that the said *John Butcher* take nothing by his said Declaration, but that he be in Mercy for his false Clamour thereupon, and that the said *Thomas Porter* go thereupon without Day, and that he have a Return of the said Goods and Chattels to hold to him ir-  
*Return irre-plegiable.*  
replegiable for ever, &c.



Trinity Term in the Twelfth Year of  
the Reign of K. William the Third  
in C. B.

Count in Replevin for taking the Plaintiff's  
Cattle.

Plea, Property  
in a Stranger  
in Abatement.

Traverse.

Pro Return  
habend.  
Cognizance as  
Bailiff, Da-  
mage Feasant.

AND the said *Edward* and *Sarah* by  
*W. L.* their Attorney come and de-  
fend the Force and Injury, when, &c.  
and say, that at the Time in which the  
Taking the said Cattle is supposed to be  
done, the Property of the said Cattle was  
in one *Stephen Hewes*, who is yet in Being  
and alive, to wit, at *H.* aforesaid, in the  
County aforesaid, without this, that  
the Property of the said Cattle at the  
Time of the Taking them, was in the  
said *Jonathan Maynard*, as he by his Writ  
and Declaration aforesaid above supposes.  
And this they are ready to verify : Where-  
fore they pray Judgment of the said Writ  
and Declaration, and a Return of the  
said Cattle to be adjudged to them, &c.  
And for having a Return of the said Cat-  
tle the said *Edward* and *Sarah*, Bailiffs of  
*A. B.* and *C. B.* well acknowledge the  
Taking the said Cattle in the said Place  
in which, &c. called *Hebron*, and justly  
&c. because they say, that the said Place  
called *Hebron* contains, and at the said  
Time in which the Taking the said Cat-  
tle is supposed to be done, contained in it

Self forty Acres of Pasture with the Appurtenances in *Kingsthorp* in the County aforesaid ; which said forty Acres of Pasture with the Appurtenances are, and at the said Time in which, &c. were the Soil and Freehold of the said *A. B.* and *C. B.* And because the said Cattle at the said Time in which, &c. were in the said Place called *Hebron* aforesaid eating the Grass then growing there, and doing Damage there, the said *Edward* and *Sarah* as Bailiffs of the said *A. B.* and *C. B.* well acknowledges the Taking the said Cattle in the said Place in which, &c. and justly, &c. so doing Damage there : Wherefore they pray Judgment and a Return of the said Cattle to be adjudged to them, &c.

And the said *Jonathan Maynard* says *Replication,*  
that his said Writ and Declaration aforesaid *Property in*  
ought not to be quashed, because he says *Plaintiff.*  
that the Property of the said Cattle at the said Time of Taking them, was in the said *Jonathan Maynard*, in Manner and Form as he by his said Writ and Declaration has thereupon above alledged, to wit, at *Hebron* aforesaid in the County aforesaid : And he prays that this may *Issue.*  
be inquired of by the Country : And the said *Edward* and *Sarah* do so likewise : It is therefore commanded to the Sheriff, that he cause to come, &c.

And the said *W.* by *H. S.* his Attorney *Consuance as*  
comes and defends the Force and Injury, *Bailiff.*  
then, &c. and as Bailiff of *M. G.* well  
I  
acknow-

*For Rent-Ser-  
vice.*

acknowledges the taking the said Cattle in the said Place in which, &c. and justly, &c. because he says that the same Place in which the Taking the said Cattle is supposed to be done, contains, and at the said Time in which the Taking the said Cattle is supposed to be done contained in itself forty Acres of Land with the Appurtenances in *L.* aforesaid and that long before the said Time in which, &c. the said *F.* was seised of the said forty Acres of Land with the Appurtenances, whereof the said Place in which, &c. is Parcel, in his Demesne as of Fee, and held the said forty Acres of Land with the Appurtenances of the said *M.* as of his Manor of *B.* in the County of *S.* aforesaid, by Fealty, Suit of Court Rent of twelve Shillings and Six-pence every Year, to be paid yearly at the Feast of St. *Michael*; of which Services the said *M.* was seised by the Hands of the said *A.* as by the Hands of his true Tenant, to wit of the Fealty, Suit of Court, and of the said Rent, in his Demesne as of Fee. And because five Pounds twelve Shillings and Six-pence of the aforesaid Rent for nine Years, ended at the Feast of St. *Michael* in the twenty-sixth Year of the Reign of our said Lord the present King were in Arrear and unpaid to the said *A.* at the said Time in which, &c. the said *W.* as Bailiff of the said *M.* well acknowledges the Taking the said Cattle in the said Place in which, &c. and justly, &c.

for the said five Pounds twelve Shillings and Six-pence, so being in Arrear in Form aforesaid, as in Parcel of the said Land held of the said *M.* in Form aforesaid, and within the Fee, &c. And this he is ready to verify : Wherefore he prays Judgment and a Return of the said Cattle to be adjudged to him, &c.

And the said *F.* says, that the said *M.* was not seised of the said Services by the Hands of the said *F.* as by the Hands of his true Tenant, as the said *W.* has above alledged : And this he is ready to verify : Wherefore for this that said *William* above acknowledges the Taking of the said Cattle in the said Place in which, &c. the said *F.* prays Judgment and his Damages, by Occasion of the Taking and unjustly Detaining the said Cattle, to be adjudged to him, &c.

*Bar not seised  
of the Rent.*

And the said *W.* as before says, that the said *M.* was seised of the said Services by the Hands of the said *F.* as by the Hands of his true Tenant, as he the said *W.* has above alledged : And of this he puts himself upon the Country : And the said *F.* does so likewise : It is there-

*Issue.*

*Issue.*

fore commanded to the Sheriff, that he cause to come here from the Day of the Holy Trinity in three Weeks, twelve, &c. by whom, &c. and who neither, &c. to take Cognizance, &c. because as well, &c.

*Venire awarded.*



Michaelmas Term in the twenty-sixth  
Year of the Reign of King Charles  
the Second.

B. R. Declaration in Trespass entering Plaintiff's Closes, eating and consuming his Grass and Corn with Cattle, cutting down two Oaks, and carrying away the Timber.

Continuando.

Somerſet, *Gilbert Brown*, Eſq; complains to wit, *G* of *Robert Dymond*, *William Dymond*, and *Henry Dawes* being in the Cuſtody of the Maſhal, &c. For that, that on the twenty-fiſt Day of January in the Year of our Lord 1672. with Force and Arms, &c. they broke and entered the Cloſes of the ſaid *Gilbert* called! the *Eaſter twelve Acres* the *Weſter twelve Acres*, and *Owels*, at the Pariſh of *Camington* in the County aforeſaid, and with their Feet in Walking trod down and conſumed the Graſs of the ſaid *Gilbert* to the Value of one hundred Shillings, lately growing in the ſaid Cloſes and with certain Cattle, to wit, Horſes Oxen, Cows, Hogs and Sheep, eat up trod down, and conſumed other Graſs and the Corn of the ſaid *Gilbert*, to wit, Wheat, Barley, Peaſe, Beans and Oats to the Value of forty Pounds, alſo lately growing in the ſaid Cloſes, and alſo they and there cut down and fell'd the Trees to wit, two Oaks of the ſaid *Gilbert* lately growing in the ſaid Cloſes, to the Value of five Pounds, and alſo then and there took and carried away two Cart Loads of Timber ariſing therefrom to the Value of forty Shillings, continuing the ſaid

said Trespas as to the Eating up, Treading down and Consuming the said Grass and Corn with Feet in Walking, and with the said Cattle in the said Closes on divers Days and Times from the said twenty-first Day of *January* in the Year of our Lord aforesaid, until the Day of exhibiting of this Bill, to wit, the twenty-third Day of *October* in the twenty-sixth Year of the Reign of our Sovereign Lord *Charles* the Second now King of *England*, &c. and did other Injuries to him against the Peace of our said Lord the present King, to the Damage of the said *Gilbert* of fifty Pounds: And thereupon he brings Suit, &c.

Clark with the Plaintiff,  
Burleigh with the Defendant,

} Pledges, &c.

And the said *Robert Dymond*, *William Plea.*

*Dymond* and *Henry Dawes*, by *Ferdinand Burleigh* their Attorney, come and defend the Force and Injury, when, &c.

And as to the coming with Force and Arms, or whatsoever is against the Peace of our said Lord the present King, say

Quoad venire vi &c armis,

that they are Not guilty thereof: And of this they put themselves upon the

Not guilty.

Country: And the said *Gilbert Browne* does

Issue,

likewise: And as to the Residue of the said Trespas in the said Declaration

As to the Residue.

above supposed to be done, the said *Robert*, *William* and *Henry* say, that the said *Gilbert* ought not to have or maintain

Actio non, &c.

tain

*Because the  
Closes were  
the Freehold of  
one H. B.*

*And Defen-  
dants as her  
Servants, and  
by her Com-  
mand entered,  
&c.*

tain his said Action thereupon against them because they say, that the said Closes, in which the said Trespass is above supposed to be done, are, and at the said Time in which, &c. were the Soil and Freehold of one *Helen Bourne*, Widow, by which the said *Robert, William* and *Henry* as Servants of the said *Helen*, and by her Command, at the said Time in which, &c. broke and entered the said Closes in which, &c. as the proper Closes, Soil and Freehold of the said *Helen*, and with their Feet in walking trod down and consumed the said Grass growing in the said Closes as the proper Grass of the said *Helen*, and with Cattle eat up, trod down, and consumed the said Grass and Corn growing in the said Closes, as the proper Grass and Corn of the said *Helen*, and then and there cut down and felled the said two Oaks growing in the said Closes as the proper Trees of the said *Helen*, and there took and carried away the Timber arising therefrom as the proper Timber of the said *Helen*, continuing to Eating up, Treading down, and Consuming the Grass and Corn in the said Closes at the said divers Days and Times by the Time in the said Declaration above mentioned, as it was lawful for them: And this they are ready to verify: Wherefore they pray Judgment if the said *Gilbert* ought to have or maintain his said Action thereof against them.

*Jo. Tremay*

*Q*

And the said *Gilbert* says, that he by any thing by the said *Robert, William* and *Henry* above by Pleading alledged ought not to be barred from having his said Action thereof against them the said *Robert, William, and Henry*, because he says, that the said *Closes* called the *Easter Twelve Acres, the Wester Twelve Acres, and Owels*, at the said Time in which, and at the said other Days and Times the said Declaration above mentioned, were the proper Soil and Freehold of the said *Gilbert*; And that the said *Robert, William* and *Henry*, of their own proper injury, at the said Time in which, &c. took and entered the said *Closes*, and with Feet in Walking trod down and consumed the said *Grass*, and with Cattle eat, trod down, and consumed the said *Grass* and Corn of the said *Gilbert*, and cut down and felled the said two Oaks, and took and carried away the Timber arising therefrom, continuing the said Trespass as to Eating up, Treading down, and Consuming the said *Grass* and Corn in the said *Closes*, at the said divers Days and Times by the said Time in the said Declaration above mentioned, in Manner and Form as the said *Gilbert* above complains thereof against them; without this, that the said *Closes*, in which the said Trespass above supposed to be done, are, and at the said Time in which, &c. were the Soil and Freehold of the said *Helen Bourne*, Widow, in Manner and Form as the said *Robert*

*Replication,*  
That the *Closes*  
were the Free-  
hold of the  
Plaintiff.

*Traverse.*



Robert, William and Henry have above b  
Pleading alledged : And this, &c. Where  
fore, &c.

Henry Pollexfe

Infant admit-  
ted to sue by  
prochein  
Amy.

Stafford, **I**T is granted by the Court here  
to wit, that Jane Harding, Widow  
sue for Charles Harding, who is under the  
Age of one and twenty Years, as next  
Friend of the said Charles, against Peter  
Wood, of a Plea of Trespass and Assault

Warrant of  
Attorney for  
the Defendant.

Stafford, to wit, Peter Wood puts in  
Place Peter Cottingham, his Attorney,  
against Charles Harding, of the Plea afore  
said.

Memoran-  
dum,  
Declaration of  
a precedent  
Term.

Stafford, to wit, Be it remembered, that  
heretofore, to wit, in the Term of  
Michael last past, before our Lady the  
Queen at Westminster came Charles Har-  
ing who is under the Age of one and twen-  
ty Years, by Jane Harding his next Friend  
hereunto specially admitted by the Court  
and brought into the Court of our Lady  
the Queen then there, his certain Bill  
against Peter Wood being in the Custody  
of the Marshal, &c. of a Plea of Tres-  
pass and Assault ; and there are Pledged  
the Prosecution, to wit, John Doe, &  
Richard Roe ; which said Bill follows  
these Words, to wit, Stafford, to wit,  
Charles Harding, who is within the Age  
of one and twenty Years, by Jane Har-  
ing his next Friend, hereunto specially

Declaration by  
an Infant for  
an Assault and  
Battery.

in  
mitte  
Wood  
shal,  
Ostob  
our L  
and A  
and K  
said C  
said,  
treated  
despain  
ther I  
our sai  
Damag  
And th  
And  
by nex  
his san  
Peter W  
Bill, an  
Lady th  
tell the  
riend,  
ingham  
ood det  
&c. And  
arms, or  
our sa  
so the  
arding,  
silty the  
lf upon  
Charles do  
aintiff cam  
after's, an  
Vol. II

mitted by the Court, complains of *Peter Wood* being in the Custody of the Marshal, &c. for that he on the first Day of *October* in the sixth Year of the Reign of our Lady the present Queen, with Force and Arms, *to wit*, with Swords, Staves and Knives, made an Assault upon the said *Charles* at *Slowe* in the County afore-  
said, and beat, wounded, and evilly treated him, so that his Life was greatly despaired of, and then and there did other Injuries to him against the Peace of our said Lady the present Queen, to the Damage of the said *Charles* of fifty Pounds: And thereupon he brings Suit, &c.

And now at this Day, *to wit*, on *Friday* next after the Octave of *St. Hilary* in this same Term, until which Day the said *Peter Wood* had Leave to imparl to the said *Will*, and then to answer, &c. before our Lady the Queen at *Westminster* came as well the said *Charles* by his said next friend, as the said *Peter Wood* by *Peter Cottingham* his Attorney, and the said *Peter Wood* defends the Force and Injury, when, &c. And as to the coming with Force and Arms, or whatever that is against the Peace of our said Lady the present Queen, and so the Wounding of the said *Charles* during, the said *Peter* says that he is not guilty thereof: And of this he puts himself upon the Country: And the said *Charles* does so likewise: And as to the

*Imparlançe;*

*Plea.*

*Quoad vi  
& armis non  
cul.*

*Issue thereon.*  
*As to the Residue the*  
*Defendant's*  
*came into a Stable (in the County of Chester) of*  
*Defendant's*  
*Horses.*

Residue of the said Trespass and Assault above supposed, the said *Peter* says, that the said *Charles* ought not to have obtained his said Action thereupon against him, because he says, that one *Edward Minsul*, Esq; long before the said Time in which the said Trespass and Assault is above supposed to have been done, and also at the said Time in which, &c. was possessed of a Stable in *Nantwich* in the County of *Chester*, in which said Stable the said *Edward*, at the Time in which &c. kept his Horses; and the said *Edward* being so thereof possessed, the said *Charles* at the said Time in which, &c. the said Trespass is above supposed to have been done, *to wit*, on the said first Day of October in the sixth Year aforesaid, at *Nantwich* aforesaid in the County aforesaid with Force of Arms and against the Will of the said *Edward* entered into the Stable of the said *Edward* in and upon the Possession of the said *Edward*, and disturbed the said *Edward* in the quiet Possession thereof, and disturbed, frightened and startled certain Horses of the said *Edward* then being in the said Stable; upon which the said *Peter* then being a Servant of the said *Edward*, and having the Care of the said Stable and of the said Horses in the said Stable, by the Command of the said *Edward* his Master, and by his Order at the same Time in which, &c. came to the said *Charles* then being in the said Stable, and requested him, that he would

go out of the said Stable and do no further Damage in the said Stable ; and the said Charles then would not go out of the said Stable ; whereby the said Peter at the same Time in which, &c. as Servant of the said Edward, and in Defence of his Possession of the said Stable and of his Horses then being in the said Stable, and to compel the said Charles to go out of the said Stable then and there softly put his Hands upon the said Charles then being in the said Stable, to put the said Charles out of the said Stable, as it was lawful for him ; which are the same Residue of the Trespass and Assault aforesaid, whereof the said Charles now above complains, without this, that the said Peter is guilty of the Trespass and Assault aforesaid, at some aforesaid, or elsewhere out of Nantwich aforesaid in the County of Chester ; and this he is ready to verify : Wherefore he prays Judgment if the said Charles ought to have or maintain his said Action thereupon against him, &c.

*And Defendant to put him out Moliter manus imposuit.*

*Traverse of the Trespass and Assault.*

And the said Charles says, that he, by any thing by the said Peter above by Pleading edged, ought not be barred from having his said Action thereupon against him, because he says, that the said Peter of his own proper Injury, without such Cause as by the said Peter is above by Pleading edged, made an Assault upon the said Charles, and beat, wounded, and evilly treated the said Charles in Manner and Form as the said Charles above complains against

*Replication de injuria sua propria.*



*Issue.  
Suggestion  
that the Issues  
are triable in  
Chester.*

*Award of  
Mittimus to  
the County  
Palatine.  
Vide Thef.  
brev. 164.*

against him : And this he prays may be inquired of by the Country ; And the said Peter does so likewise : And because the several Issues between the said Parties above joined ought to be tried by Men of the County Palatine of Chester where the Writ of our Lord the King does not go, and not elsewhere **Therefore** the Record of the said Plaint is sent to the Justices of our Lady the Queen of the said County of Chester, so that the said Justices, by Writ of our Lady the Queen of the County duly to be made, cause it to be commanded to the Sheriff of the said County, that he cause to come before the Justices of our said Lady the Queen of the County of Chester aforesaid, at the next Assizes for that County after the said Record shall be delivered to the twelve free and lawful Men of the County of the County Palatine aforesaid ; whom, &c. and who neither, &c. to cognize, &c. because as well, &c. and who those Issues shall be tried, that then the said Justices send the Record of the Plaint, with all that shall be done thereupon before them in the said Court of our said Lady the Queen there to our said Lady the Queen at *Westminster*, at a certain Day which the said Justices of the said County Palatine shall prefix to the said Parties in the same Court there, hear their Judgment thereupon, &c.

The said Charles is told to prosecute with Effect at his Peril, &c.

Easter Term in the Fifteenth Year of the Reign of King George the Second.

Cooke.

Surry, **NATHANIEL** Colstock late of C. B. Declaration by an Infant in Assault and Battery.  
 to wit. Ryegate in the said County, was attached to answer to William Wood in a Plea, wherefore with Force and Arms he assaulted the said William at Ryegate aforesaid in the said County, and beat, wounded and ill treated him, so that his Life was greatly dispaired of, and did other Wrongs to the said William, to the great Damage of the said William, and against the Peace of our Lord the King, &c. And whereupon the said William, who is an Infant under the Age of twenty-one Years, by John Wood (his Father) his next Friend admitted by the Court here for that purpose, complains that the said Nathaniel on the fifteenth Day of April in the Year of our Lord one thousand seven hundred and forty-two, with Force and Arms, to wit, Swords, Staves, Knives and Whips, assaulted the said William at Ryegate aforesaid in the County aforesaid, and beat, wounded and ill treated him, so that his Life was greatly despaired of, and did other Wrongs to the said William, to the great Damage of the said William, and against the Peace of our said Lord the King;

whereby the said *William* says that he is injured, and hath Damage to the Value of one hundred Pounds: And thereupon he brings Suit, &c.

Michaelmas Term in the 13th Year of  
King George the Second.

Cooke.

*Declaration  
for keeping a  
Dog that  
worried the  
Plaintiff's  
Sheep.*

*Sussex*, *J. W.* late of ——— in the said County to wit. *J. W.* ——— was attached to answer to *H. B. Esq;* in a Plea of Trespas on the Case, &c. And whereupon the said *Henry* by his Attorney complains, that whereas the said *Joseph* on the 25th Day of March in the Year of our Lord 1739, at ——— aforesaid, did keep a Dog, well knowing that the said Dog was used and accustomed to bite and worry Sheep; which Dog so kept by the said *Joseph* as aforesaid on the same Day and Year, at *Wivelsfeild* aforesaid, did bite and worry divers Sheep and Lambs, to wit, thirty Sheep and thirty Lambs of the said *Henry*, so that Part of those Sheep and Lambs of the said *Henry* to wit, four Sheep and two Lambs of the Price of six Pounds died thereof, and the Residue of those Sheep and Lambs were very much injured, damaged and lessened in Value: And whereas the said *Joseph* on the said 25th Day of March in the Year aforesaid, at *Wivelsfeild*, did keep a Bitch, well knowing that the said Bitch was used and accustomed to bite and worry Sheep; which

said

aid Bitch so kept by the said *Joseph* as  
aforesaid on the same Day and Year, at  
*Twelsfeild* aforesaid, did bite and worry  
others other Sheep and Lambs, to wit,  
thirty other Sheep, and thirty other Lambs  
of the said *Henry*, so that Part of those  
Sheep and Lambs of the said *Henry*, to wit,  
four Sheep and two Lambs of the Price of  
six Pounds died thereof, and the Residue  
of those Sheep and Lambs were very much  
lessened in Value, to the Damage of the said  
*Henry* of 20*l*. And thereupon he brings  
suit, &c.

*of the Term of the Holy Trinity in the  
Thirteenth and Fourteenth Years of  
the Reign of our Sovereign Lord King  
George the Second.*

Roll

*Anthony and Bigge.*

*Text.* **B**E it remembered, that on *Wed-* Memoran-  
*wit.* *nesday* next after the Morrow dum of the  
the Holy Trinity in this same Term be- same Term.  
of our Sovereign Lord the King at *West-*  
minster cometh *John Cape* by *Capel Bil-*  
*gley* his Attorney, and bringeth in the  
suit of our said Lord the King now here  
Bill against *James Smyth*, Esq; being in  
Custody of the Marshal of the *Mar-*  
*shalsea* of our Lord the King before the  
King himself, of a Plea of Trespass; and  
there are Pledges of the Prosecution, that



*Declaration  
for a Trespass  
in entering  
Plaintiff's  
Close, cut-  
ting and car-  
rying away  
Reeds.*

is to say, *John Doe* and *Richard Roe*; which said Bill followeth in these Words, *to wit, Essex, to wit, John Cape* complains of *James Smyth, Esq;* in the Custody of the Marshal of the *Marshalsea* of our Lord the King before the King himself, for that the said *James* on the first Day of *December* in the Year of our Lord 1737, and at divers other Days and Times between that Day and the Day of exhibiting of this Bill with Force and Arms broke and entered the Close of the said *John, to wit,* one Piece of Ground called the *Reed Shore* adjoining on the North East Side thereof on a certain Creek called *Barking Creek*, and on the South West Side thereof on a certain Close in the Occupation of *Stimson Bulmer*, commonly known by the Name of the *Ten Acres*, at the Parish of *Barking* in the said County of *Essex*, and trod down and consumed with his Feet in walking the Grass and Reeds of the said *John* there growing of the Value of 40 s. and cut, took, carried away, detained, and converted to his own Use the Reeds, *to wit,* forty Cart-Loads of Reeds of the said *John* then growing of the Value of 20 l. and cut, took, carried away, detained and converted to his own Use other Reeds, *to wit,* forty Cart-Loads of Reeds of the said *John* of the Value of 20 l. found at the Parish aforesaid, and did other Wrongs to the said *John* against the Peace of the said Lord the King, to the Damage of the said *John* 40 l. And thereupon he brings Suit, &c.

And the said *James*, by *Daniel Garney* Plea.  
his Attorney, comes and defends the Force  
and Injury, when, &c. And as to the com- Quoad vi  
ing with Force and Arms, and whatever is & armis non  
against the Peace of the said Lord the King, Cul.  
and all the said Trespass above supposed to  
be done, except the breaking and entering  
of the said Close called the *Reed Shore*, in  
which, &c. and the treading down and con-  
suming with Feet in walking the said Grass  
and Reeds there growing, and the cutting,  
taking, carrying away, detaining and con-  
verting to his own Use the said other Reeds  
there growing, says, that he is not thereof  
guilty, as the said *John* hath thereof above  
complained against him: And hereupon he  
puts himself on the Country; And the said Issue thereon.  
*John* does so likewise: And as to the break- As to the Re-  
ing and entering of the said Close called sidue,  
the *Reed Shore*, in which, &c. and the tread-  
ing down and consuming with his Feet in  
walking the said Grass and Reeds there  
growing, and the cutting, taking, carrying  
away, detaining and converting to his own  
Use the said other Reeds there growing,  
the said *James* says, that the said *John*  
ought not therefore to have or maintain his  
said Action against him, because he says, the locus in  
that the said Close in which the said Tres- quo,  
pass was done at the said several Times,  
when, &c. and from Time whereof the  
Memory of Man is not to the contrary,  
was and is called and known as well by the  
Name of the *Foreland* as by the Name of  
the *Reed Shore*, and for all that Time was Parcel of an-  
and other Close.

Whereof A. T.  
seised in Fee,  
who conveyed  
to Defendant  
and R. S.

Lease.

Proport.

and is Parcel of the said Close called the *Ten Acres*, of which said Close called the *Ten Acres*, whereof, &c. with the Appurtenances, *Anne Tully*, Spinster, long before the said Time, when, &c. was seised in her Demesne as of Fee; and being so seised thereof, she the said *Anne* long before the said Time when, &c. to wit, by an Indenture made at the Parish of *Barking* aforesaid on the fifth Day of *April* in the Year of our Lord 1737, between the said *Anne*, by the Name of *Anne Tully* of *Charterhouse-yard* in the County of *Middlesex*, Spinster, one of the Daughters and Devisees of *James Tully* late of the same Place, Esq; deceased, of the first Part, and the said *James* and Sir *Robert Smyth*, Baronet, by the Names of *James Smyth* of *Upton* in the Parish of *Westham* in the County of *Essex* aforesaid, Esq; and Sir *Robert Smyth* of *Buckland* in the Parish of *Lymington* in the County of *Southampton*, Baronet, of the other Part, one Part of which Indenture sealed with the Seal of the said *Anne*, the said *James* brings here into Court bearing Date the same Day and Year, for and in Consideration of a certain Sum of Money therein mentioned, did bargain and sell the said Close whereof, &c. with the Appurtenances (among other things) to the said *James* and Sir *Robert*; To have and to hold to the said *James* and Sir *Robert* from the Day next before the Day of the Date of that Indenture for and during one whole Year from thence next ensuing, and fully to be complete

complete and ended, as by the said Indenture more fully appears; by Virtue of which said Bargain and Sale, and by Force of the Statute for transferring Uses into Possession, they the said *James* and Sir *Robert* became possessed of the said Close, whereof, &c. with the Appurtenances for and during one whole Year, the Reversion thereof belonging to the said *Anne* and her Heirs; and being so possessed thereof, and the Reversion thereof belonging to the said *Anne* and her Heirs as aforesaid, she the said *Anne*, by another Indenture made at the Parish of *Barking* aforesaid on the sixth Day of *April* in the Year of our Lord 1737. aforesaid, between the said *Anne*, by the Name of *Anne Tully* of *Charterhouse-yard* in the County of *Middlesex* aforesaid, Spinster, one of the Daughters and Devisees of the said *James Tully* late of the same Place, Esq; deceased, of the one Part, and the said *James* and Sir *Robert*, by the Names of *James Smyth* of *Upton* in the Parish of *West-* *on* aforesaid in the County of *Essex* aforesaid, Esq; and Sir *Robert Smyth* of *Buck-* *ingham* in the Parish of *Lymington* aforesaid in the County of *Southampton* aforesaid, Attorney, of the other Part, one Part of which said last mentioned Indenture sealed with the Seal of the said *Anne* the said *James* brings here into Court bearing Date the same Day and Year, for the Consideration therein mentioned, did Release unto the said *James* and Sir *Robert* the Reversion of the said Close, whereof, &c. with the

And Release.

Profert.



*Whereby Defendant and R. S. became seised.*

*That Plaintiff claiming Right,*

*entered on the Possession of Defendant and R. S.*

*Whereupon Defendant in his own Right,*

the Appurtenances among other Things To have and to hold unto the said *James* and Sir *Robert*, and the Heirs and Assigns of the said *James*, To and for the only proper Use and Behoof of the said *James* and Sir *Robert*, and of the Heirs and Assigns of the said *James* for ever, as by the said last mentioned Indenture more fully appears; by Virtue of which said Bargain and Sale and Release, and by Force of the Statute for transferring Uses into Possession, they the said *James* and Sir *Robert* became seised of the said Close, whereof &c. with their Appurtenances in their Demesne as of Freehold for and during their natural Lives; and being so seised thereof the said *John* claiming the said Close called the *Reed Shore*, in which, &c. Parcel, &c. by Virtue of a certain Deed of Feoffment to him thereof made by the said *Anne* before the making of the said Indenture of Bargain and Sale, whereas no Estate or Interest in the said Close, in which, &c. Parcel, &c. passed into the Possession of the said *John* by Virtue of the said Deed of Feoffment, afterwards, and before the said first time, when, &c. to wit, on the 30<sup>th</sup> Day of November in the Year of our Lord 1737 aforesaid, entered into the said Close in which, &c. Parcel, &c. in and upon the Possession of the said *James*, and Sir *Robert* thereof, and ejected, expelled, and put out the said *James* and Sir *Robert* from the Possession and Occupation thereof; whereupon he the said *James* in his own Right

and in the Right of the said Sir Robert, and by his Command, afterwards, to wit, on the said first Day of December, in which, &c. re-entred the said Close, in which, &c. Parcel, &c. and on that Day, and at divers other Days and Times between that Day and the Day of the exhibiting of the said Bill of the said John against him, broke and entred that Close, in which, &c. as the Close of the said James and Sir Robert, and trod down and consumed with his Feet in walking the said Grass and Reeds there growing as the Grass and Reeds of the said James and Sir Robert, and cut, took and carried away, detained and converted to his own Use the said other Reeds there growing as the Reeds of the said James and Sir Robert, as it was lawful for him : And this he is ready to verify : Wherefore he prays Judgment, if the said John ought to have or maintain his said Action therefore against him, &c.

*Thomas Denison.*

And the said John, as to the said Plea of the said James as to the breaking and entering of the said Close, in which, &c. and the treading down and consuming with his Feet in walking the said Grass and Reeds there growing, and the cutting, taking, carrying away, detaining and converting to his own Use the said other Reeds there growing, by him done as aforesaid, by him above pleaded in Bar, says, that by reason of any thing above pleaded by the said James in that

*and in Right  
of R. S. and  
by his Com-  
mand re enter-  
ed, and justified.*

*Replication.*

*The locus in  
quo,*

*Parcel of the  
Manor of B.*

*And granted  
by Copy.*

that Respect, he ought not to be barred from having his said Action therefore against him, because protesting that the said Close, in which, &c. at the said several Times, when, &c. was not called the *Fore-land*, as the said *James* hath by his said Plea in that Respect above alledged; for Replication in this Respect the said *John* says, that the said Close in the said Declaration of the said *John* above mentioned in which, &c. now is and at the several times when, &c. and from Time whereof the Memory of Man is not to the contrary has been Parcel of the Manor of *Barking* in the said County, and a customary Tenement of the said Manor, and demised and demiseable by the Copy of the Roll of the Court of the said Manor by the Lord of the said Manor, by his Steward of the Court of the said Manor or his Deputy for the Time being, to any Person or Persons willing to take the same in Fee-simple or otherwise, at the Will of the Lord, according to the Custom of the said Manor; of which said Manor, with the Appurtenances *Sir William Humphreys*, Knight and Baronet one of the Aldermen of the City of *London*, was seised in his Demesne as of Fee and being so seised thereof he the said *William* at his Court of his said Manor held in and for his said Manor on *Thursday* the fifth Day of *April* in the Year of our Lord 1733, by *Edward Green*, Esq; the Deputy of *William Northey*, Esq; the Steward of the Court of the said Manor

by the Copy of Rolls of the Court of the  
 same Manor, granted the said Close, with  
 the Appurtenances, to the said *John* and  
*Susanna* his Wife, to have and to hold to  
 the said *John* and *Susanna* his Wife, and  
 their Heirs and Assigns for ever, at the Will  
 of the Lord, according to the Custom of  
 the said Manor; by Virtue of which said  
 Grant, they the said *John* and *Susanna* his  
 Wife, entred into the said Close, with the  
 Appurtenances so granted to them as afore-  
 said, and at the said several Times, when,  
 &c. were, and still are seised thereof in  
 their Demesne as of Fee, at the Will of the  
 Lord, according to the Custom of the  
 said Manor; and being so seised thereof,  
 the said *James* of his own Wrong, at the  
 said several Times, when, &c. broke and  
 entred the said Close of the said *John*, in  
 which, &c. and trod down and consumed  
 with his Feet in walking the said Grass and  
 Reeds there growing, and cut, took,  
 carried away, detained and converted to his  
 own Use the said other Reeds there growing,  
 the said *John* hath thereof above com-  
 plained against him; without this, that the  
 said Close in which, &c. was Parcel of the  
 said Close called the *Ten Acres*, as the said  
*James* hath by his said Plea above alledged:  
 and this he is ready to verify: Wherefore,  
 as much as the said *James* hath above ac-  
 knowledged the said breaking and entring of  
 the said Close in which, &c. and the tread-  
 down and consuming with his Feet in  
 walking the said Grass and Reeds there grow-  
 ing

*To the Plain-  
 tiff and his  
 Wife in Fee.*

*Traverse, that  
 the locus in  
 quo was Par-  
 cel, &c.*



ing, and the cutting, taking, carrying away, detaining and converting to his own Use the said other Reeds there growing, by him done as aforesaid, the said *John* pray Judgment, and his Damages by Reason of that Trespass, to be adjudged to him, &c.

*Edward Green*

*Rejoinder,*

*That it was  
Parcel, &c.*

*Issue.*

*Venire awarded to try  
both Issues.*

And the said *James* says as before, that the said Close in which, &c. was Parcel of the said Close called the *Ten Acres*, as the said *James* has by his said Plea above alleged: And hereupon he puts himself upon the Country; And the said *John* does likewise: **Therefore** as well to try this Issue as the said other Issue above joined between the Parties, let the Jurors come before our Lord the King at *Westminster* on *Wednesday* next after three Weeks from the Day of the Holy *Trinity*, who are in no wise related either to the said *John Cape*, or to the said *James Smyth*, to make a certain Jury of the Country between the said Parties to the Plea aforesaid, to recognize upon their Oaths the whole Truth of and concerning the Premises, because as well the said *James Smyth* as the said *John Cape*, between whom the Matter in Variance is, have put themselves upon that Jury: The same Day given to the Parties aforesaid at the said Place.

Hilary Term in the Twelfth Year of  
King George the Second.

*Suffex*, **B**E it remembered, that in the Memorandum of a precedent Term.  
Term of St. *Michael* last past before our Lord the King at *Westminster* came *P. S. Esq;* by——his Attorney, and brought in the Court of our said Lord the King when there his Bill against *J. B.* in the Custody of the Marshal of the King's *Marshallsea* before the King himself, of Plea of *Trespas* upon the Case; and there are Pledges of prosecuting, to wit, *John Doe* and *Richard Roe*, which said Bill follows in these Words:  
*Suffex*, to wit, *P. S. Esq;* complains of *J. B.* in the Custody of the Marshal, &c. that the said *John* on the ninth Day of June in the eleventh Year of the Reign of our present Sovereign Lord the King, with Force and Arms did break and enter the Hop-Gardens (to wit, three Hop-Gardens) of the said *Peter*, at the Parish of *St. Andrew* in the County aforesaid, and did pull up, throw down and prostrate the Hop-Poles, (to wit, 12000 Hop-Poles) of the said *Peter*, set up and standing in the Soil in the Hop-Gardens aforesaid, and did cut, crop, break, bruise, and spoil the Hop-Binds (to wit, 100000 *l.* Hop-Binds) of the said *Peter*, to the Value of 50 *l.* growing in the Hop-Gardens aforesaid, whereby the said *Peter* lost the greatest Part of the

*Declaration in Trespas for entering the Plaintiff's Hop Gardens, pulling down the Hop-poles, and cutting the Hop binds.*

Profit of his Hop-Gardens aforesaid for a long Time (*to wit*, for ——— then next following) **and that** the said *John* on the ninth Day of *June* in the eleventh Year above said, with Force and Arms, did break and enter the Hop-Garden of the said *Peter* at the Parish of *Linefield* in the County aforesaid, and did pull up, throw down and prostrate the Hop-Poles (*to wit*, 3000 Hop-Poles) of the said *Peter*, set up and standing in the same Hop-Garden, and did cut, crop, break, bruise and spoil the Hop-Binds, *to wit*, 30000 Hop-Binds) of the said *Peter*, to the Value of 30 *l.* growing in the same Hop-Garden, whereby the said *Peter* lost the greatest Part of the Profit of his last mentioned Hop-Garden for a long Time, *to wit*, for ——— then next following, and did other Wrongs to the said *Peter*, to his great Damage, and against the Peace of our said Sovereign Lord the King, to the Damage of the said *Peter* of 60 *l.* And therefore he brings his Suit, &c.

To which the Defendant pleaded the general Issue.

*Hilary Term in the Twelfth Year of King George the Second.*

*Cooke.*

*Declaration in* *Suffex*, ff. *W.* *R.* late of ——— and C. his *Trespas. for* Wife, were attached to an- *killing a Pig* swer *T. M.* in a Plea, wherefore the said C. *and a Hog.* with Force and Arms, struck, stabbed and wounded with a Spit a Pig and a Hog of the

the said *Thomas*, of the Price of 40 s. at  
 afore said, so that the said Pig and  
 Hog died thereof, and wounded and killed  
 another Pig and another Hog of the said  
*Thomas*, of the Price of 40 s. there found,  
 and did other Wrongs to the said *Thomas*,  
 to the great Damage of the said *Thomas*,  
 and against the Peace of the Lord the King,  
 &c. And whereupon the said *Thomas* by —  
 his Attorney complains, that the said *Catherine*  
 on the tenth Day of *September* in the  
 Year of our Lord 1737. with Force and  
 Arms struck, stabbed and wounded with a  
 Spit a Pig and a Hog of the said *Thomas*,  
 of the Price of 40 s. at afore said,  
 so that the said Pig and Hog died thereof,  
 and wounded and killed another Pig and  
 another Hog of the said *Thomas*, of the  
 Price of 40 s. there found, and did other  
 Wrongs to the said *Thomas*, to the great  
 Damage of the said *Thomas*, and against  
 the Peace of the said Lord the King; where-  
 by the said *Thomas* says that he is injured,  
 and hath Damage to the Value of 10 l. And  
 thereupon he brings Suit, &c.

To which the Defendant pleaded the  
 General Issue.

*Hilary Term 36, 37 Car. 2. ro. 1157.*

*Sent,* *A. B.* lately in the County Court *B. R. Decla-*  
*to wit.* of Sir *C. D.* Knt. Sheriff of the *ration in Tres-*  
 County afore said, at *M.* in the County a- *pass, the Plaint*  
 of the County Court, because the Defendant pleaded *being removed*  
*Libertum et*  
*conventum.*

D d 2

fore said,



foresaid, complained against *E. F.* of a Plea of Trespass; which said Plea, at the Prayer of the said *A. B.* is had here at this Day, to wit, from the Day of *Easter* in fifteen Days, by the Writ of our Lord the King of *Recordari facias Loquelam*, for that the said *E. F.* in his Plea in the said County Court, pleads Freehold; and now at this Day came as well the said *A. B.* by *John Lilly* his Attorney, as the said *E. F.* by *R. S.* his Attorney: And upon this the said *A. B.* by his said Attorney complains, that [here insert the Declaration].

Hilary Term 36, 37 Car. 2. ro. 1157.

Declaration in  
Trespass re-  
moved by Re.  
fa. lo. to have  
Costs where the  
Damages in  
the Plea are  
under 40 s.

*Kent*, **SIR** *Thomas Willis*, Baronet to wit, **S** lately in the County-Court of *A. B.* Esq; Sheriff of the County aforesaid, held at *Maidstone* in the County aforesaid, complained against *C. D.* of a Plea of Trespass; which said Plea, at the Prayer of the said Sir *T. W.* is had here at this Day to wit, from the Day of the Holy Trinity &c. by the Writ of our Lord the King of *Recordari facias Loquelam*: And now at this Day comes as well the said Sir *T. W.* by *S. R.* his Attorney, as the said *C. D.* by *E. F.* his Attorney: And upon this the said Sir *T. W.* by his Attorney, complains that, &c.

If the Defendant in the Country has pleaded *Liberum tenementum*, and the Plaintiff removes the Plea without Cause shewn in the Writ, and the Plea only is returned, and in the Plea (which is necessary to be done, because the Court ought not to take Cognizance of a Plea under 40 s.) Quære how to declare, to wit

*which said Plaintiff, at the Prayer of the said Plaintiff, for that the said Defendant in that Plea in the said County has claimed Freehold, is had here, &c.*

*Lambert and Thurston, 1 W. & M. Trespass quare Clausum fegit was removed by Recordari, where the Plaintiff declared to his Damage 30 s. Defendant demurred, because the Court had not Jurisdiction of the Cause where Damages are under 40 s. And it was urged pro Quer. that the Plaintiff had removed this Cause, because the Defendant had pleaded Liberum tenementum, and so it is not triable in the County-Court. Co. Lit. 118. § 2 Inst.*

*Chief Justice, It shall be intended, that this Action was originally in this Court, because it is vi & armis, which cannot be in a Declaration in the County-Court; and where it is removed, the Declaration ought to be without vi & armis.*

*London, NATHANIEL Andrews and B. R. Declaration in Account by Church-wardens against a late Warden of the said parochial Church, late Church-warden.*  
*to wit. Thomas Lucas, Wardens of the parochial Church of St. Katherine Coleman-street, London, complain of Thomas Thornton late Warden of the said parochial Church, being in the Custody of the Marshal, &c. of a Plea, that he render to them his reasonable Accounts for the Time in which he was Warden of the said parochial Church, and Receiver of the Money of the said parochial Church; For that, to wit, that whereas the said T. T. from the 10th Day of April in the Year of our Lord 1675, until the first Day of April in the Year of our Lord 1676, at London aforesaid, to wit, in the*

Cro. Jac.  
234. Pract.  
Regr. 267.  
68c. 30, 34.

Breach.

Plea in Abatement, that  
there was another Church-warden not named in the Bill.

Parish, &c. in the Ward of *A. London*, was Warden of the said Church, and Receiver of the Money of the said parochial Church for the Time aforesaid, and had the Care and Administration of the Goods and Money of the said parochial Church for the Time aforesaid, and during that Time at *London* aforesaid in the Parish and Ward aforesaid, as Warden of the said Church received by the proper Hands of him the said *T. T.* 100 *l.* of lawful Money of *England* of the Money of the said Church, to bestow and lay out to the Use of the said parochial Church, and to render his reasonable Account of the same to the said *N. A.* and *T. L.* Wardens of the said Church, when he should be thereto required: **Yet** the said *T. T.* although often required, &c. has not rendered his reasonable Account of that Money to the said *N. A.* and *T. L.* or to either of them; but he has hitherto intirely refused and still does refuse to render the same to the said *N.* and *T.* to the Damage of the said *N.* and *T.* 100 *l.* And thereupon they bring Suit, &c.

**And** the said *T. T.* by *A. B.* his Attorney comes and defends the Force and Injury when, &c. and prays Judgment of the said Bill, because he says, that on the 10th Day of *April* in the Year of our Lord 1695, in the said Bill mentioned, one *T. S.* together with the said *T. T.* was Warden and Receiver of the Money, and had the Care and Administration of the Goods and Charters of the said Church for the Time aforesaid

faid, and that the faid *T. S.* is still in Being and alive, *to wit*, at *London* aforefaid, in the Parish and Ward aforefaid; *With* *Traverse.*  
 out this, that the faid *T. T.* was Warden and Receiver of the Money, and had alone the Care and Administration of the Goods and Chattels of the faid Church by the Time aforefaid, as the faid *N.* and *T.* in their faid Bill have above declared: And this he is ready to verify: Wherefore, for that the faid *T. S.* is not named in the faid Bill, the faid *T. T.* prays Judgment of the faid Bill, and that the faid Bill may be quashed, &c.

And the faid *N.* and *T.* say, that by any *Demurrer.*  
 thing by the faid *T. T.* above by pleading alleged the faid Bill of the faid *N.* and *T.* ought not to be quashed, because they say, that the faid Plea by the faid *T. T.* for quashing the faid Bill above pleaded, and the Matter therein contained, are not sufficient in Law to quash the faid Bill of the faid *N.* and *T.* or to bar them the faid *N.* and *T.* from maintaining their faid Action against the faid *T. T.* And this they are ready to verify: Wherefore for Default of a sufficient Plea in this Behalf the faid *N.* and *T.* pray Judgment, and that their faid Bill may be adjudged good, and that the faid *T. T.* may answer to the faid Bill, &c.  
 And for Causes of demurring in Law to the faid Plea, according to the Form of the *Cause of Demurrer.*  
 Statute in such Case made and provided, they shew, and to the Court here demonstrate these Causes following, *to wit*, for that the faid Plea is uncertain, and contains



in itself a Negative pregnant ; and because the said *T. T.* by the said Plea has made full Defence, and traverses a Matter not traversable, and it wants Form, &c.

*W. Thompson.*

B. R. Declaration in Account against a Guardian and Bail ff. Pas. 13 W. 3. 1 Vent. 105. Salk. 9.

1 Count as Guardian.

*D*— *Charles Turner*, Gent. comes to wit, complains of *John Turner*, Gent. being in the Custody of the Marshal, &c. of a Plea that he render to him his reasonable Account for the Time in which he was Guardian of the said *Charles*, and also for the Time in which he was Bailiff of the said *Charles* at *Swanwicke* in the Parish of *Alfreton* in the County aforesaid, **For that**, to wit, that whereas it is provided by the Common Council of our Lord the King of *England*, that the Guardians of Lands and Tenements which are holden in Socage, shall render to the Heirs of those Lands and Tenements when they shall come to full Age, their reasonable Account of the Issues coming from those Lands and Tenements for the Time in which they had that Guardianship by reason of the Minority of the said Heirs, the said *John* although often required, &c. has not rendered to the said *Charles* his reasonable Account of the Issues coming of the Lands and Tenements of the said *Charles*, to wit, of two Mesuages, three Cotages, five Gardens and eighty Acres of Land, thirty Acres of Meadow, eighty Acres of Pasture

and account

and thirty Acres of Wood, with the Appurtenances in *Swanwicke* afore said in the Parish of *Alfreton* afore said in the County afore said; of which said Premises the said *John* had the Guardianship, to wit, from the sixth Day of *January* in the Year of our Lord 1684. until the 20th Day of *July* in the Year of our Lord 1691. (the said *Charles* during the whole Time being under the Age of fourteen Years) and during all that Time received the Issues and Profits of the said Mesuages and Tenements, but has hitherto refused and still does refuse to render to him the said Account; and also whereas the said *John* afterwards, to wit, on the 20th Day of *July* in the Year of our Lord 1691. afore said, at *Swanwicke* afore said in the said Parish of *Alfreton* in the County afore said, was Bailiff of the said *Charles* of two Mesuages, three Cotages, five Gardens, and eighty Acres of Land, thirty Acres of Meadow, eighty Acres of Pasture, and thirty Acres of Wood, with the Appurtenances in *Swanwicke* afore said in the said Parish of *Alfreton* in the County afore said from the said 20th Day of *July* in the Year of our Lord 1691. until the 20th Day of *October* in the Year of our Lord 1698. and had and received the yearly profits thereof for that whole Time, to render a reasonable Account thereof to the said *Charles* when he should be required; Yet the said *John*, although often required, &c. has not yet rendered the said reasonable Account to the said *Charles*; but he has hitherto

2 Count as  
Bailiff.

hitherto intirely refused and still does refuse to render the same to him, to the Damage of the said *Charles* of 15,000 And thereupon he brings Suit, &c.

B. R. Declaration in Account by Executors of a Merchant against his Factor as Bailiff.

*Middlesex*, *James Tawdin* the younger to wit, and *James Frontin*, Executors of the Testament and last Will of *James Tawdin* the elder, deceased, complain of *Henry Lavie*, Merchant, being in the Custody of the Marshal, &c. of a Plea that he render to them a reasonable Account for the Time in which he was Bailiff of the said *James Tawdin* the elder, and Receiver of the Money of the said *James* in his Life-time at *Westminster* in the County aforesaid; For that, to wit, that whereas the said *Henry* on the tenth Day of *May* in the thirty-first Year of the Reign of our Sovereign Lord *Charles* the Second now King of *England*, until the thirtieth Day of *September* the thirty-second Year of the Reign of our said Lord the present King at *Westminster* in the County aforesaid, was Bailiff of the said *James* the Testator in his Life-time, and for that whole Time having the Care and Management of the said *James* Goods and Chattels of the said *James Tawdin* the elder, to wit, of five thousand Pounds Weight of *Tin*, the Pirkins of *Stub-Nails*, two hundred and twenty-four Pounds Weight of mixed Metal called *Spelter*, forty Pounds Weight of *Lead*, and five Hundred and fifty Pounds Weight of other mixed Metal

some Glafs, to the Value of 3000 l. to  
at *Westminster* aforeſaid in the Coun-  
aforeſaid, to merchandize and make Pro-  
thereof for the ſaid *James Tawdin* the  
elder, and to render a reaſonable Account  
thereof to the ſaid *James Tawdin* the  
elder, when he ſhould be thereunto re-  
quired, and was Receiver of the Mo-  
ney of the ſaid *James Tawdin* the elder  
the whole Time aforeſaid, and during  
his Time received of the Money of the  
ſaid *James Tawdin* the Teſtator at *West-*  
*minster* aforeſaid, by the Hands of *Peter*  
*Monteiſe*, 113 l. 0 s. 5 d. and there by the  
Hands of *Peter Chabot* 9 l. and there by  
the proper Hands of the ſaid *Henry Lavie*  
10 l. of lawful Money of *England*, to  
render a reaſonable Account thereof to  
the ſaid *James Tawdin* the Teſtator, when  
he ſhould be thereto required: *But* the  
ſaid *Henry Lavie*, although often required,  
has not rendered the ſaid reaſonable  
account to the ſaid *James Tawdin* the  
elder in his Life-time, or to the ſaid *James*  
*Tawdin* the younger, and *James Frontin*,  
to either of them, after the Death of  
the ſaid *James Tawdin* the Teſtator; but  
ſolely refuſed to render the ſame to the  
ſaid *James Tawdin* the Teſtator in his  
Life-time, and to the ſaid *James Tawdin*  
the younger and *James Frontin*, after the  
Death of the ſaid *James* the Teſtator,  
and ſtill refuſes to render the ſame to the  
ſaid *James Tawdin* the younger and *James*  
*Frontin*, or to either of them, to the Da-  
mage of the ſaid *James Tawdin* the younger

*breach.*



Profert of the  
Probate.

and *James Frontin* of 10,000 l. And there upon they bring Suit, &c. And the said *James Tawdin* the younger and *James Frontin* bring here into Court the Letter Testamentary of the said *James Tawdin* the elder, by which it sufficiently appears to the Court here, that the said *James Tawdin* the younger, and *James Frontin* are Executors of the Testament of the said *James Tawdin* the elder, and thereof have the Administration, &c.

Plea that the  
Plaintiff is  
an alien Enemy. B. R.

4 Rep. 55.  
Salk. 46,  
116.  
Pract. Reg.  
8.

And the said *Edward*, by T. S. his Attorney, comes and defends the Force and Injury, &c. and says, that the said *Edward* ought not to be answered to his said Bill, because he says that the said *Edward* is an Alien born at *Calice* in the Kingdom of *France*, in Parts beyond the Seas, under the Ligeance of *Louis* King of *France*, Enemy of our said Lord the now King of *England*, born of Father and Mother Enemies of our said Lord the King, and adhering to his said Enemies, and come into the Kingdom of *England* without the safe Conduct of our said Lord the King. And this he is ready to verify: Wherefore he prays Judgment if the said *Edward* ought to be answered to his said Bill, &c.

William H

Plea, Misnomer the Stile of the Plaintiffs a Corporation. B. R.

And the said *Benjamin*, by N. H. Attorney, comes and defends the Force and Injury, &c. and prays Judgment

the said Bill, because he says, that the said Plaintiffs are named and called the Master and Keepers or Wardens and Commonalty of the Mystery or Art of Stationers of the City of *London*, and by that Name and Title have been always named and called; **without this**, that they are named or called the Master and Keeper or Guardians and Commonalty of the Mystery and Art of Stationers of the City of *London* aforesaid, as by the said Bill is above supposed; And this he is ready to verify: Wherefore he prays Judgment of the said Bill, and that the said Bill may be quashed.

*Traverse.*

Salk. 8.

Pract. Reg.

199.

And the said Master and Keepers or Guardians and Commonalty of the Mystery or Art of Stationers of the City of *London* say, that by any thing by the said *Benjamin* above by Pleading alledged the Bill of the said Master and Keepers or Wardens and Commonalty of the Mystery or Art of Stationers of the City of *London* ought not to be quashed, because they say, that the said Plea by the said *Benjamin* in Manner and Form aforesaid above pleaded, and the Matter therein contained, are not sufficient in Law to quash the Bill of the said Master and Keepers or Guardians and Commonalty of the Mystery or Art of Stationers of the City of *London*, to which said Plea they the said Master and Keepers or Wardens and Commonalty of the Mystery or Art of Stationers of the City of *London* have no Need, nor are they bound by the

*Demurrey*

*thereto.*

the Law of the Land in any Manner answer : And this they are ready to verify : Wherefore, for Default of a sufficient Plea in this Behalf, they the said Master and Keepers or Guardians and Commonalty of the Mystery or Art of Stationers of the City of *London* pray Judgment and that the said Bill of the said Master Keepers or Guardians and Commonalty of Stationers of the City of *London* may be adjudged as good, and that the said *Benjamin* may answer to the Bill, &c.

*Joinder.*

And the said *Benjamin* says, that the said Plea by the said *Benjamin* in Manner and Form aforesaid above pleaded, and the Matter therein contained, are good and sufficient in Law to quash the said Bill of the said Master and Keepers or Wardens and Commonalty of the Mystery or Art of Stationers of the City of *London*, which said Plea and the Matter therein contained he the said *Benjamin* is ready to verify and prove, as the Court &c. And because the said Master and Keepers or Wardens and Commonalty of the Mystery or Art of Stationers of the City of *London* do not answer to the Plea, nor as yet have any way denied he the said *Benjamin* as before prayed Judgment of the said Bill, and that the said Bill may be quashed, &c. Because the Court of our said Lady the now Queen here are not yet advised giving their Judgment of and upon the Premises, a Day is thereupon given to the

*Continuance.*  
Salk. 707,  
776.

aid Parties before our Lady the Queen at Westminster, until Saturday next after the Eve of the Purification of the blessed Virgin Mary, to hear their Judgment of and upon the said Premises; for that the Court of our said Lady the now Queen here, is not yet advised there-

Ec. At which Day before our Lady the Queen at Westminster came as well the said Master and Keepers or Wardens and Commonalty of the Mystery or Art of Stationers of the City of London, as the said Benjamin by their Attorneys aforesaid: Upon which, all and singular the Premises being seen, and by the Court of our said Lady the now Queen here fully understood, and mature Deliberation being thereupon had; for that it seems to the Court of our said Lady the now Queen here, that the said Plea by the said Benjamin in Manner and Form aforesaid are pleaded, and the Matter therein contained, are not sufficient in Law to sustain the said Bill of the said Master and Keepers or Wardens and Commonalty of the Mystery or Art of Stationers of the City of London: Therefore it is considered, that the said Benjamin answer to the said Bill, Ec. And upon the said Benjamin by his said Attorney comes and defends the Force and Injury, Ec. And prays Oyer of the said Bill; and it is read to him, Ec. And adds in Bar.

Judgment  
Respondeas  
Ouster.  
Præst. Reg.  
i.

Defendant  
craves Oyer  
and pleads.

Upon



*Special Impar-  
lance after a  
Plea.*

*Imparlance  
continued.*

*Replication  
that after the  
last Continu-  
ance the Plain-  
tiff obtained  
Letters of Ab-  
solution. B. R.*

Upon which the said *John Dobson* Saving to himself all and all Mann-  
of Advantages, Exceptions, and All-  
gations of the said Plea of the sa-  
*John Shore, Samuel Astre, Thomas Barr*  
*Richard Brown, John Lipps and Richa*  
*Humphry*, prays Leave to imparle befo-  
our Lord the King and Lady the Que-  
at *Westminster*, until *Wednesday* next af-  
fifteen Days of *St. Hilary*; and has  
Ec. The same Day is given to the sa-  
Parties at the same Place, Ec. At whi-  
Day before our said Lord the King a-  
Lady the Queen, Ec. at *Westminster* com-  
as well the said *John Dobson* as the sa-  
*John Shore*, Ec. by their Attorneys afo-  
said: Upon which the said *J. D.* Savi-  
to himself as aforesaid, prays furt-  
Leave to imparle thereupon, Ec. befo-  
our said Lord the King and Lady  
Queen at *Westminster*, until *Tuesday* ne-  
after the Purification of the blessed Vir-  
*Mary*; and has it, Ec. The same Day  
given to the said Parties at the same Pla-  
Ec. At which Day before our said Lo-  
the King and Lady the Queen at *W*-  
*minster* comes as well the said *J. D.*  
the said *J. S.* Ec. by their Attorn-  
aforesaid: And the said *J. D.* says, t-  
after the last Continuance of the said P-  
to wit, after the said *Wednesday* next a-  
the Morrow of the Purification of  
blessed Virgin *Mary*, from which Day

said Plea was continued unto this Day, to wit, *Tuesday* next after the Octave of the Purification of the blessed *Mary*, to wit, on the tenth Day of *February* in the Year of our Lord 1689. the said *J. D.* was and now is absolved and released from the Sentence of Excommunication aforesaid, and restored to the Christian Communion and the Sacraments of the Church; And the said *J. D.* brings here into Court the Letters Patent of *George Oxenden* Doctor of Laws, Principal Official of the Court of *Canterbury* lawfully appointed, testifying the said Absolution: Which said Letters Patent follow in these Words, to wit, *George Oxenden* Doctor of Laws, &c. [the Letters of Absolution set forth at large.]

*Profert of the Letters of Absolution.*

And *Carolinus Smith*, against whom the said *Richard Griggs* by his Bill exhibited complains by the Name of *Charles Smith*, by *J. J.* his Attorney, comes and defends the Force and Injury, &c. and prays Judgment of the said Bill, because he says, that he was baptized by the Name of *Carolinus*, and by that Name from the Time of his Baptism hitherto has been always known and named by the Name of *Carolinus*; Without this, that he the said *Carolinus* now is or ever was known or named by the Name of *Charles*, as by the said Bill is above supposed: And this he is ready to testify: Wherefore he prays Judgment of the said Bill, and that the said Bill may be washed, &c.

*Plea, Misnomer in the Defendant's Christian Name. B. R.*

*Salk. 6, 712; Pract. Reg. 199.*

B. R. Misno-  
mer in the  
Defendant's  
Surname.

Praet. Reg. 5.  
4 Mod. 347.  
10 Rep. 122.  
11 Rep. 21.  
Salk. 18.

Plea, that  
Defendant is a  
Baronet, and  
not a Knight  
and Baronet.  
C. B.

Salk. 50. 6.  
Praet. Reg.  
2, 3.

And upon this *Robert Arkell*, by *John Lilly* his Attorney, comes and defends the Force and Injury, &c. and prays Judgment of the said Bill, because he says, that he is the same Person against whom the said *Thomas Humpbry* exhibited the said Bill by the Name of *Robert Arkell*, and that he is named and called by the Name of *Robert Arkell*, and by that Name from the Time of his Nativity was always called and known: Without this, that he is called by the Name of *Robert Arkell*, or has been called and known by that Name: And this he is ready to verify: Wherefore he prays Judgment of the said Bill, and that the said Bill may be quashed, &c.

And the said Sir *John Broughton*, by *J. L.* his Attorney, comes and defends the Force and Injury, &c. and prays Judgment of the said Writ, because he says, that he the said Sir *John*, at the Time of suing out the said original Writ, and from that Time continually afterwards hitherto was, and yet is a Baronet only, and not a Knight and Baronet; Without this, that he the said Sir *John Broughton* now is, or on the Day of suing out the said original Writ was Knight and Baronet, as by the said original Writ is above supposed: And this the said Sir *John* is ready to verify: Wherefore he prays Judgment of the said Writ, and that the said Writ may be quashed &c.

And William G. Esq; against whom the said Thomas by his Bill exhibited complains by the Name of William G. comes in his proper Person and defends the Force and Injury, &c. and prays Judgment of the said Bill, because he says, that he on the Day of exhibiting the said Bill of the said Thomas, and always before was and yet is an Esquire: Plea, that the Defendant is an Esquire, and ought to be impleaded by that Name. B. R.

And this he is ready to verify: Wherefore for that the said William in the said Bill of the said Thomas is not named and impleaded by the Name of William G. Esq; as according to the Form of the Statute of Additions, in the Names of Defendants in such Bills filed, made and provided he ought to be named and impleaded, the said William prays Judgment of the said Bill, and that the said Bill may be quashed, &c. Stat. 1. H. 5. Raft. 108. 298. 2 Keb. 824. 1 Ventris 151. Salk. 7. 50. 5.

And the said Henry Levst, by R. S. his Attorney, comes and prays Judgment of the said Bill, because he says, that he the said Henry, long before the exhibiting the said Bill, and also on the Day of exhibiting the same, was and now is a Doctor of Physic in due Manner made by the University of Oxford, to wit, at London aforesaid, in the Parish and Ward aforesaid: Wherefore for that he the said Henry is not named Doctor of Physic in the said Bill, he prays Judgment of the said Bill, and that the said Bill may be quashed, &c. Plea, that Defendant is a Doctor of Physic. 4 Mod. 47.

And the said Anne, who is under the Age of one and twenty Years, by R. C. her Guardian, specially admitted by the Court of our said Lady the now Queen Plea, Infancy by Guardian. B. R.



Praet. Reg.  
51, 655.

here, comes and defends the Force and Injury, &c. and prays Judgment of the said Bill, because she says, that she the said *Anne* on the Day of exhibiting the said Bill, was and still is under the Age of one and twenty Years, that is to say, of the Age of nineteen Years, and not more, to wit, at *London* aforesaid, in the Parish and Ward aforesaid; and that the said *Hanna* prosecuted her said Bill against the said *Anne*, neither by her next Friend, nor by her Guardian: And this she is ready to verify: Wherefore she prays Judgment of the said Bill, and that the said Bill may be quashed, &c.

Plea, that Defendant is Administrator and not Executor. B. R.

And the said *Robert*, by J. L. his Attorney, comes and defends the Force and Injury, &c. and says, that the said *John Herd* on the first Day of *December* in the Year of our Lord 1694. at *London* aforesaid, in the Parish and Ward aforesaid, died intestate, after whose Death, to wit, on the eighth Day of the Month of *February* in the Year of our Lord 1694. at *London* aforesaid, in the Parish and Ward aforesaid, Administration of all and singular the Goods and Chattels, Rights and Credits, which were of the said *John Herd* at the Time of his Death was in due Form of Law committed to the said *Robert Herd* by Sir *Charles Hedges*, Knight, Doctor of Laws, Commissary and Sequestrator General, lawfully appointed, of the Reverend Father in Christ *Henry*, by Divine Permission, Lord Bishop of *London*, in the Parts of *Essex* and *Hertfordshire*.

Salk. 296. 3.  
Praet. Reg. 7.

ford, to whom the Commission of the Administration of Right appertained: In which Case the said *Edward* and *Margaret* ought to have named the said *Robert Herd* Administrator of the Goods and Chattels which were of the said *John Herd*, and not Executor of the Testament of the said *John Herd*: And this he is ready to verify: Wherefore he prays Judgment of the said Bill, and that the said Bill may be quashed, &c.

And the said *Sarah* in her proper Person comes and prays Judgment of the said Bill of the said *William*, because she says, that she the said *Sarah*, at the Time of the exhibiting the said Bill of the said *William* against the said *Sarah*, was married to one *John West* then and yet her Husband, and alive, to wit, at *Islington* aforesaid in the County aforesaid: And this the said *Sarah* is ready to verify: Wherefore for that the said *John West* is not named in the said Bill, she the said *Sarah* prays Judgment of the said Bill, and that the said Bill may be quashed, &c.

Plea, by a  
Feme that she  
is married.  
B. R.

Pract. Reg. 8.  
Salk. 7. 8.  
6 Mod. 230.

And the said *William* says, that by any thing by the said *Sarah* above by pleading alleged the said Bill of the said *William* now filed ought not to be quashed, because she says, that the said *Sarah* on the said Time of exhibiting the said Bill, to wit, on the twenty-third Day of *October* in the tenth Year of the Reign of our said Lord the now King, to wit, at *Islington* aforesaid in the County aforesaid, was sole; Without

Replication.

*Traverse.*

this, that the said *Sarah* on the said Time of exhibiting the said Bill of the said *William*, or at any Time afterwards, was married to the said *John West* in Manner and Form as the said *Sarah* above by pleading has alledged: And this he is ready to verify: Wherefore he prays Judgment, and his said Debt, together with his Damages by Occasion of the detaining that Debt, to be adjudged to him, &c.

*Rejoinder.*

And the said *Sarah* as before says, that she the said *Sarah*, at the Time of exhibiting the said Bill of the said *William*, was married to the said *John West* her Husband in Manner and Form as the said *Sarah* above by pleading has alledged: And of this she puts herself upon the Country; and the said *William* does so likewise, &c. Therefore let a Jury, &c.

*Issue.*

*Plea, that Defendants were not married according to the Ecclesiastical Law. C. B.*

And the said *Michael* and *Elizabeth*, by *A. F.* their Attorney, come and defend the Force and Injury, and pray Judgment of the said Writ of the said *Margaret*, because they say, that on the Day of suing out the said original Writ of the said *Margaret*, to wit, on the 23d Day of *January* in the tenth Year of the Reign of our Lady the now Queen, Matrimony was not solemnized between the said *Michael* and *Elizabeth* according to the Ecclesiastical Law of this Kingdom of *Great Britain*: And that they are ready to verify: Wherefore they pray Judgment of that Writ, and that the said Writ may be quashed, &c.

*Salk. 8.**T. Pengelly*

**B**E it remembered, that on *Wednesday* Grant of the  
 next after fifteen Days of *Easter* in Office of Fi-  
 this same Term, Sir *John Holt*, Knt. Chief <sup>lacer in B. R.</sup>  
 Justice of our Lord the King, and Lady  
 the Queen, assigned to hold Pleas in the  
 Court of our said Lord the King and Lady  
 the Queen, before the said King and Queen,  
 freely gave and granted to *James Woodhouse*,  
 Esq; the Office of Filacer in the Court of  
 the said King and Queen, before the said  
 King and Queen, for the County of *Salop*,  
 and then and there admitted the said *James*  
*Woodhouse* to the said Office of Filacer for  
 the County aforesaid, To have and to hold  
 to him as his Freehold for Term of his Life,  
 according to the Custom of the said Court  
 of our said Lord the King and Lady the  
 Queen at all times past used and approved,  
 and instantly put and set the said *James*  
*Woodhouse* (he having first taken as well the  
 Oath of Allegiance to our said Lord the  
 King and Lady the Queen, according to  
 the Form of the Statute in that Case made  
 and provided, as the Oath, according to  
 Custom, to behave himself well and faith-  
 fully in the said Office) into the corporal  
 possession of the said Office, To hold, oc-  
 cupy, and have the same in Form aforesaid,  
 with the Fees, Wages and Profits to the  
 said Office belonging, and anciently due and  
 accustomed, &c.

Roll 213.

*Holt and Ventris.*

E c 4

And



*Plea, that Defendant is Filacer of B. R. and suable by Bill only.*

Salk. 1. 2.  
3. 8.

And the said *James* in his proper Person comes and defends the Force and Injury, and says, that in *Easter Term* in the fifth Year of the Reign of their late Majesties *William* and *Mary* late King and Queen of *England*, &c. to wit, on *Wednesday* next after fifteen Days of *Easter* in that same Term, Sir *John Holt*, then Chief Justice of the said late King and Queen, assigned to hold Pleas in the Court of the said late King and Queen, before the said late King and Queen, freely gave and granted to the said *James Woodhouse* the Office of Filacer in the Court of the said late King and Queen, before the said late King and Queen for the County of *Salop*, and then and there admitted the said *James Woodhouse* to the said Office of Filacer for the said County of *Salop*, To have and to hold to him as his Freehold for Term of his Life, according to the Custom of the said Court of the said late King and Queen at all times past used and approved, and instantly put and set the said *James Woodhouse* (he having first taken as well the Oath of Allegiance to the said late King and Queen, according to the Form of the Statute in that Case made and provided, as the Oath, according to Custom, to behave himself well and faithfully in the said Office) in the corporal Possession, To hold occupy, and have the said Office in Force aforesaid, with all Fees, Wages and Profits to the said Office belonging, and anciently

due and accustomed, &c. as by the Record of the said Grant and Admission now remaining in the Court of our Lord the now King before the King himself manifestly appears. By Virtue of which said Grant and Admission he the said *James* was Filacer of the said Court of the said late King and Queen, before the said late King and Queen, and on the Day of suing out the original Writ aforesaid, was and still is a Filacer of the said Court of our said Lord the King, before the King himself as aforesaid: And the said *James* further says, that from the Time to the contrary whereof the Memory of Man is not such Filacers of the said Court of our said Lord the King here, according to the Custom of the said Court for the whole Time aforesaid hitherto used and approved in the same Court have been used and ought, in all personal Pleas at the Suit of any Subject of our said Lord the King and his Predecessors, Kings and Queens of this Kingdom, to be impleaded only by Bill exhibited in the Court of our said Lord the present King before the King himself, against such Filacers present in the same Court in proper Person: And this he is ready to verify: Wherefore he prays Judgment, if the Court of our Lord the King here will or ought to take further Cognizance of the said Plea against the said *James*, &c.

*Copy of the  
Record to be  
annexed to this  
Plea, Affidavit  
not necessary.*

*Ed. Whitaker.*

*And*

*Plea, that Defendant is an Attorney of C. B. and suable there only. B. R.*

1 Lev. 54.  
Salk. 1. 2. 30.  
4. 8. 545.  
Pract. Regr.  
4. 5. 7.

And the said *John* in his proper Person comes and says that he is, and on the Day of the exhibiting the said Bill of the said *Thomas*, and for divers Years before was one of the Attorneys of the Court of our Lady the Queen of the Common Bench employed, intending in his said Office at *Westminster* in the County of *Middlesex*, in prosecuting and defending divers Affairs of several Subjects of our said Lady the Queen in that Bench as their Attorney and that he the said *John* and all other Attorneys of that Bench, while they so prosecute or defend any Affairs, according to the Custom in the same Court of the Bench at *Westminster* hitherto used and approved ought not to be drawn or compelled, nor at any times past have been accustomed to be drawn or compelled to answer before any Justices or Ministers of our Lady the Queen, or other secular Justices whatsoever, except before the Justices of our said Lady the Queen of the common Bench at *Westminster*, upon any Pleas, Complaints, Demands, which touch not the Person of our said Lady the Queen (Plea of *Franktenement*, Felonies and Appeals only excepted): And this he is ready to verify: Wherefore he does not intend, that the Court of our Lady the Queen here will or ought to take Cognizance of the said Plea against him, &c.

Sir *John Broderick*

And the said *John Cromp* in his proper Person comes and defends the Force and Injury, and says, that he long before the exhibiting the said Bill of the said *Dorothy*, and at the same Time, and continually afterwards, was and yet is one of the Attorneys of the Court of our Lord the King of the Bench at *Westminster* in the County of *Middlesex*, as by Process under the Seal of the same Court to this Plea annexed more fully appears; and that he prosecutes and defends divers Pleas and Causes of divers and many Subjects of our said Lord the present King in the same Court of the Bench aforesaid as their Attorney there: and the said *John* says, that he and all other Attorneys of the same Bench prosecuting and defending for their Clients in the same Court, by laudable and ancient custom, and according to the Law of this Kingdom of *England*, and the Liberties and Privileges of the same Court of the Bench aforesaid, from the Time to the contrary whereof the Memory of Man is not used and approved, ought not, nor at any times past have been accustomed, according to the Liberties and Privileges of the said Court of the Bench aforesaid for the whole Time aforesaid used and approved, to be drawn or compelled against their Will, to answer before any Justices or Ministers of our Lord the King, or other Justices whatsoever in any Court, except before the Justices of our Lord the King of the Bench aforesaid at *Westminster*, upon any

*Plea, that Defendant is an Attorney C. B.*



any Pleas or Plaints (Pleas of Frank-tenement and Felonies, and Appeals only excepted): And this he is ready to verify Wherefore he prays Judgment, if he ought to be compelled to answer the said *Doroth* to the said Plea here in Court, &c.

*Tho. Cartber*

*Plea, that  
others who are  
not named in  
the Declaration  
jointly executed  
the Bond with  
the Defendant.*

And the said *T. C.* by *John Lilly* his Attorney, comes and defends the Force and Injury, &c. and prays Oyer of the said Writing obligatory; and it is read to him these Words, *to wit*, Know all Men these Presents, &c. which being read and heard, the said *T. C.* prays Judgment of the said Declaration, because he says, that at the said Time of the sealing and delivering of the said Writing obligatory, upon which the said Plaintiff complains against him the said *T. C.* *to wit*, upon the said third Day of *May* in the eleventh Year of the Reign, &c. in the said Declaration above mentioned, at *Lewes* aforesaid in the County aforesaid, the said *E. F.* and *G.* in the said Writing obligatory named, sealed and delivered the said Writing obligatory as the Act and Deed of the said *E. F.* and *G. H.* to the said Plaintiff, and by the said Writing obligatory became firmly bound to the said Plaintiff with the said Defendant in the said one hundred Pounds: Which said *E. F.* and *G. H.* are yet in Being and alive, *to wit*, at *Lewes* aforesaid in the County aforesaid: And

this he is ready to verify : Wherefore for that the said *E. F.* and *G. H.* are not named Defendants, together with the said Defendant in the said Declaration mentioned, the said Defendant prays Judgment of the said Declaration, and that the said Declaration may be quashed, &c.

And the said *Thomas Dade*, by *John Lilly* Plea, that his Attorney, comes and defends the Force another jointly and Injury, &c. and prays Judgment of with Defendant the said Bill, because he says, that one the Deed, and *Peter Albert* on the said 26th Day of jointly cove- *August* in the Year of our Lord 1699. at Lon- nanted. B. R. afore- said, in the Parish and Ward afore- said, subscribed, sealed, and as his Deed delivered to the said *John Bickford* the said Charter-party indented of Af- freightment in the said Bill above mention- ed, and that the said *Peter Albert* and the said *Thomas*, by the said Charter-party in- dented of Affreightment, jointly cove- nanted, granted and agreed to and with the said *John Bickford*, his Executors, Ad- ministrators and Assigns, in Manner and Form as in the said Bill of the said *John* is above recited : Wherefore for that the said *Peter Albert* is not named in the said Bill, the said *Thomas Dade* prays Judgment of the said Bill, and that the said Bill may be quashed, &c.

And the said *Thomas* in his proper Per- Plea, another Action pend- ing for the same Matter in the same the Court. B. R. comes and defends the Force and In- jury, &c. and prays Judgment of the said Bill, because he says, that the said *John* in

Salk. 8. 715.  
 Pract. Reg. 7.  
 5 Kep. 51.

*Recital of Declaration in  
 Trover.*

the Court of our said Lady the now Queen here, heretofore, *to wit*, in *Easter Term* last past brought his Writ against the said *Thomas* of the Plea aforesaid; and thereupon the said *John* by declaring against the said *Thomas*, by the Name of *Thomas Isted* late of *London*, Gentleman, then and there appearing at the Suit of the said *John* of the Plea aforesaid, complained, That where the said *John Moller* on the first Day of *April* in the Year of our Lord 1701. at *London* in the Parish of *St. Mary le Bow* in the Ward of *Cheap*, was possessed of diverse Goods and Chattels, *to wit*, of two Butts of Brandy of the Value of 150 *l.* as of his own proper Goods and Chattels; and being possessed thereof casually lost the said Goods and Chattels out of his Hands and Possession; which said Goods and Chattels afterwards, *to wit*, on the said first Day of *April* in the said Year of our Lord 1701. aforesaid, at *London* aforesaid, in the Parish and Ward aforesaid, came by finding to the Hands and Possession of the said *Thomas*; yet the said *Thomas* knowing the said Goods and Chattels to be the proper Goods and Chattels of the said *John Moller*, and giving him the said *John Moller* of Right to buy long and appertain, but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said *John Moller* of those Goods and Chattels, did nevertheless deliver the said Goods and Chattels to the said *John Moller*, although often required by

but afterwards, to wit, on the tenth Day of November in the Year of our Lord 1701. aforesaid, at London aforesaid, in the Parish and Ward aforesaid, converted and disposed the said Goods and Chattels to his own proper Use, to the Damage of the said John Moller of one hundred and twenty Pounds:

And thereupon he then brought Suit, &c.

And the said Thomas Isted by A. B. his Attorney, came and defended the Force and Injury, when, &c. and then prayed

leave to imparl thereto here, until on the Morrow of the Holy Trinity then next following, and had it, &c. The same Day

was then given to the said John Moller here, &c. as by the said Record remaining here in Court more fully appears: Which said

plaint or Plea upon the Writ aforesaid, in form aforesaid prosecuted in the said Court of our said Lady the now Queen here, to

wit, at Westminster aforesaid, still depends undiscussed, undetermined, and not discontinued: And the said Thomas further says,

that the said John Moller in the said former Declaration and Plea named, and the said John Moller in the said Bill now exhibited against him the said Thomas Isted, are

the same and the same Person, and not other, nor different; and that the said Thomas

named in the said former Declaration and Plea named, and the said Thomas Isted in the said Bill against him the said Thomas

exhibited, are one and the same Person, and not other, nor different: And the said

*Of Defendant's appearing.*

*Imparling.*

*Plea still pending.*

*Averment, that the Persons and Cause of Action are the same.*



said *Thomas* Isted further says, that the Goods and Chattels in the said Declaration and Plea mentioned, and the said Goods and Chattels mentioned in the said Bill not exhibited against the said *Thomas*, are of the same kind and the same Goods and Chattels, and not other, nor different: And this he is ready to verify: Wherefore he prays Judgment of the said Bill exhibited in Form aforesaid (the said former Plea and Declaration aforesaid still depending here in Court to be discussed and undetermined) and that the said Bill may be quashed, &c.

B. R. Replication Nul tiel Record, to a Plea of another Action for the same Matter in the same Court.

And the said *Edward Dominee* says, that by any thing by the said *Owen* Gr<sup>ant</sup> above by Pleading alledged the said Bill of the said *Edward* now filed ought not to be quashed, because he says, that there is not any such Record of the said Bill of the said Plea specified filed or remaining of Record in the said Court of our Lady the present Queen before the Queen herself, as the said *Owen* has above by pleading alledged: And this he is ready to verify: Wherefore he prays Judgment, that the said Bill of the said *Edward* now filed may be adjudged good, and that the said *Owen* may answer thereto, or in default thereof, that his Damages by occasion of the Premises may be adjudged to him, &c.

Rejoinder quod habetur tale Record.

And the said *Owen* says, that there is no such Record of the said Bill in the said Court of the said *Owen* above specified, filed or remaining of Record.

Record in the said Court of our said Lady the Queen before the Queen herself, to wit, at *Westminster* afore said, as he the said *Owen* has above by Pleading alledged, as appears on the Files of Bills of the said Term of *St. Hilary* last past in the said Plea last mentioned, filed of Record: And this he is ready to verify by that Record: And he prays, that the Term and Files of Bills may be seen and inspected by the Court of our said Lady the now Queen here: But because the Court of our said Lady the present Queen here is not yet advised of giving their Judgment of and upon the Premises, a Day is therefore given to the said Parties before our Lady the Queen at *Westminster*, until ——— next after ——— to hear their Judgment of and upon the said Issue, for that the Court of our said Lady the present Queen is not yet advised thereof, &c.

*Continuance.*

And the said *Owen* says, that the said Plea by the said *Edward* above by replying pleaded, and the Matter therein contained, are not sufficient in Law to compel the said *Owen* to answer to the said Bill of the said *Edward*, to which the said *Owen* has no need, nor is he bound by the Law of the Land in any manner to answer: And this he is ready to verify: Wherefore for Default of a sufficient Replication of the said *Edward* in this Behalf, the said *Owen* as before prays Judgment of the said Bill, and that the said Bill may be quashed, &c.

*Demurrer to the Replication.*  
Salk. 218.  
220. 93, 94.

*The Attorney's Practice*

And the said *Edward* says, that the said Plea by him the said *Edward* in manner and Form aforesaid above by replying pleaded, and the Matter therein contained, are good and sufficient in Law to compel the said *Owen* to answer to the said Bill of the said *Edward*: Which said Plea, and the Matter therein contained, the said *Edward* is ready to verify and prove, as the Court, &c. And because the said *Owen* does not answer the said Plea, nor has yet any way denied it, the said *Edward* prays Judgment and that the said Bill of the said *Edward* may be adjudged good, &c. And that the said *Owen* may answer further thereto, &c. or in Default thereof, that his Damages by occasion of the Premisses may be adjudged to him, &c. But because the Court of our said Lady the present Queen here is not yet advised of giving their Judgment of and upon the Premisses, a Day is thereupon given to the said Parties before our Lady the Queen at *Westminster* until — next after — to hear their Judgment of and upon the Premisses, for that the Court of our said Lady the present Queen here is not yet advised thereof, &c.

Continuance.

And now at this Day, to wit, on *Wednesday* next after fifteen Days of *Easter* this same Term, to which Day the said *Hierem* saving to himself all and all manner of Exceptions to the said Bill of the said *Edward* had Leave to imparl to the said *Edward* and to answer, &c. before which Day his Majesty Queen *Mary* died, before our said

Special Impar-  
lance.

Demise of  
Queen *Mary*.

Lord the King at *Westminster* came as well the said *Edward* by his Attorney aforesaid, as the said *Hierom* by *R. S.* his Attorney; and the said *Hierom* defends the Force and Injury, &c. and says, that he the said *Hierom* ought not to be compelled to answer the said Bill, because he says, that the said *Edward* heretofore, to wit, in the Term of the Holy *Trinity* last past, in the Court of our Lord the present King and of the late Queen *Mary* of the Bench impleaded the said *Hierom* in a certain Plea of *Trespass* upon the Case, and for the same Cause in the said Declaration above mentioned, as by the Record thereof remaining in the same Court appears, and that the said Parties to and in the Plea in the said Court of the Bench, and the said *Edward Browne* the present Plaintiff, and he the said *Hierom Deeble* are the same Persons, and not other or divers; and that the said Plea in the said Court of the Bench still remains undetermined: And this he is ready to verify: Wherefore he prays Judgment if he ought to be compelled to answer to the said Bill, &c.

*Plea Lis alibi pendens B. R.*

*Salk. 715.*

And the said *Edward* says, that notwithstanding any thing by the said *Hierom* above pleading alledged, he the said *Hierom* ought to be compelled to answer to the Declaration of him the said *Edward*, because he says, that there is not any such Record of the impleading the said *Hierom* at the Suit of the said *Edward* remaining in the said Court of our said Lord the King

*Replication Nul tiel Record.*



of the Bench, as the said *Hierom* has above by pleading alledged: And this he is ready to verify: Wherefore he prays Judgment, and that the said *Hierom* may answer to the Bill of the said *Edward*, &c.

*Plea to a Scire Facias quare executionem non in Error, that there are not fifteen Days between the Teste and Return.*

And the said *Nathaniel* at that Day being solemnly demanded, by *Thomas Callowe* his Attorney, also comes and prays Judgment of the said Writ of *Scire Facias*, because he says, that there are not fifteen Days between the Teste and Return of the said Writ of *Scire Facias*: And this he is ready to verify: Wherefore he prays Judgment of that Writ, and that the said Writ may be quashed, &c.

*Demurrer.*

And the said *Martin* says, that by any thing by the said *Nathaniel* above by pleading alledged the said Writ of the said *Martin* ought not to be quashed, because he says that the said Plea by the said *Nathaniel* in Manner and Form aforesaid above pleaded and the Matter therein contained, are not sufficient in Law to quash the said Writ of the said *Martin* against the said *Nathaniel* to which said Plea in Manner and Form aforesaid pleaded the said *Martin* has no Need, and is not bound by the Law of the Land in any manner to answer: And that he is ready to answer: Wherefore for Default of a sufficient Plea of the said *Nathaniel* in this Behalf the said *Martin* prays Judgment, and his Execution, according to the Force, Form and Effect of the said Recovery to be adjudged to him.

*Q. Conclusion in Bar bad?*

And the said *Nathaniel* says, that the Joinder.  
 said Plea by him the said *Nathaniel* in  
 Manner and Form aforesaid above plead-  
 ed, and the Matter therein contained, are  
 good and sufficient in Law to quash the  
 said Writ of the said *Martin* against him  
 the said *Nathaniel*; which said Plea, and  
 the Matter therein contained, the said  
*Nathaniel* is ready to verify and prove, as  
 the Court, &c. And because the said  
*Martin* does not answer the said Plea, nor  
 as yet has any ways denied it, the said  
*Nathaniel* as before prays Judgment, and  
 that the said Writ may be quashed, &c.  
 And because the Court of our Lord the Continuance.  
 present King here are not yet advised of  
 giving their Judgment of and upon the  
 Premises, a Day is thereupon given to  
 the said Parties before our Lord the King  
 until ——— wheresoever, &c. to hear  
 their Judgment of and upon the Premises,  
 because the Court of our said Lord the  
 present King is not yet advised thereof,  
 &c.

And the said *Charles Frampton*, by *J. L.* Plea to a  
 his Attorney, comes and prays Judg- Scire Facias  
 ment of the said Writ of *Scire Facias*, be- a Writ of Er-  
 cause he says, that after rendering the ror returnable  
 said Judgment in the said Writ above in the Exche-  
 specified, to wit, on the 16th Day of No- quer Chamber.  
 vember in the sixth Year of the Reign  
 of our Sovereign Lord *William* the Third,  
 now King, and our Sovereign Lady *Mary*  
 the Queen of England, at *Westminster*  
 F f 3 aforesaid

Pract. Reg.  
5. 6.

aforesaid in the County of *Middlesex* aforesaid, he the said *Charles Frampton* for reversing the said Judgment prosecuted out of the Court of Chancery of our said Lord the King and Lady the late Queen then held at *Westminster* aforesaid in the County of *Middlesex*, a certain Writ of our said Lord the King and Lady the late Queen for correcting Errors of and upon the said Judgment in the said Writ specified directed, to Sir *John Holt*, Knt. Chief Justice of our said Lord the King and Lady the late Queen, assigned to hold Pleas in the Court of our said Lord the King and Lady the late Queen, before our said Lord the King and Lady the late Queen, and returnable on *Tuesday* the 27th Day of this Instant November then next ensuing, in the Court of Exchequer Chamber of our said Lord the King and Lady the late Queen at *Westminster*, before the Justices of our said Lord the King and Lady the late Queen of the Bench and Barons of the Exchequer of our said Lord the King and Lady the late Queen of the Degree of the Coife, according to the Form of the Statute in such Case made and provided; which said Writ after the Issuing and before the Return thereof, *to wit*, on the 20th Day of November in the said 6th Year of the Reign of the said King and Queen at *Westminster* aforesaid in the said County of *Middlesex* was in due Form of Law delivered to the said Sir *John Holt* the said Chief Justice

to be executed in Form of Law, which said Sir *John Holt* the said Chief Justice has not yet returned the said Writ for correcting the said Errors into the said Exchequer Chamber, and has done nothing thereupon : And this he is ready to verify : Wherefore he prays Judgment if he the said *Charles* ought to be compelled to answer to the said Writ of *Scire Facias* of the said *Charles Nourse*, pending the said Writ of Error undetermined, &c.

And the said *James Fuller*, by *J. S.* his Attorney, comes and defends the Force and Injury, &c. and prays Judgment of the said Bill of the said *Robert Dovee*, because he says, that after the giving the said Judgment in the said Declaration specified, and before the Exhibiting the Bill of the said *Robert Dovee*, to wit, on the 29th Day of *October* in the seventh Year of the Reign of our Lord the present King, the said *James Fuller*, for reversing the said Judgment issued forth of the Court of Chancery of our said Lord the King, the same Court being then at *Westminster*, a certain Writ of our said Lord the present King, for correcting Errors in the Record and Process, and also in giving that Judgment directed to the King's Right-trusty and Well-beloved Sir *John Holt*, Knight, then and still Chief Justice of our said Lord the King assigned to hold Pleas before the King himself; by which said Writ our said Lord the King commanded his said

*Plea, a Writ of Error depending in the Exchequer Chamber.*  
B. R.



Chief Justice, that if Judgment was thereupon then given, then he should cause the Record and Process of the said Plaintiff, with all Things touching the same, to come before his Justices of the Common Bench and his Barons of the Exchequer of the Degree of the Coif in the Exchequer Chamber of our said Lord the King at *Westminster* on *Wednesday* the 27th Day of *November* then next ensuing, that the said Justices of the Common Bench and Barons viewing and examining the said Record and Process might cause further to be done therein, as of Right and according to the Form of the Statute in that Case made and provided should be meet to be done; by Virtue of which said Writ of Error the said Chief Justice afterwards, *to wit*, on the said 27th Day of *November* transmitted the Record and Process of the Plaintiff and Judgment aforesaid with all Things touching the same, before the Justices of our said Lord the King of the Common Bench and his Barons of the Exchequer of the Degree of the Coif in the said Exchequer Chamber at *Westminster* aforesaid: And the Record and Process of the said Judgment still remains there, and the said Writ for correcting Errors still remains undetermined in the same Court of the said Exchequer Chamber at *Westminster* aforesaid; and the said Judgment is yet neither affirmed nor reversed, as by the Record thereof remaining in the same Court of the said Exchequer

Exchequer Chamber at *Westminster* afore-  
said before the said Justices of our said  
Lord the King of the Common Bench and  
Barons afore said more fully appears : And  
this the said *James Fuller* is ready to ve-  
rify by the Record of the Judgment and  
Process afore said : Wherefore he prays  
Judgment of the said Bill, and that the  
said Bill may be quashed, &c.

*Edward Northey,*  
*Sir John Broderick.*

*Middlesex*, *Joseph Clarke* complains of *Declaration a-*  
to wit, *John Hoare in the Custody* *gainst a Pri-*  
*Sir Robert Dawes, Bart. Chief Stew-* *soner in the*  
*of the Liberty of St. Edmunds Bury* *Custody of the*  
*the County afore said, of a Plea that* *Bailiff of a*  
*render to him 100 l. [Declaration in* *Liberty.*  
*Debt on a Judgment] And thereupon he*  
*bringings Suit, &c.*

And the said *John*, by *John Allen* his *Plea, Mis-*  
Attorney, comes and defends the Force *prison of*  
and Injury, and says, that the Liberty of *the County.*  
*St. Edmunds Bury* is, and was from the *B. R.*  
time to the contrary whereof the Me-  
mory of Man is not, in the County of  
*Hampshire*, and not in the County of *Middle-*  
*sex*, as by the Bill of the said *Joseph Clarke*  
above supposed : And this he is ready  
to verify : Wherefore he prays Judgment  
that the said *John Hoare* ought to answer  
the Bill of the said *Joseph Clarke*, &c.

L. S.

*Affidavit of  
the Truth of  
the Plea.  
Stat. 4, 5  
Annæ.*

L. S. Gent. maketh Oath, That the Liberty of *St. Edmunds Bury*, as the Defendant is credibly informed and verily believes, is in the County of *Suffolk*, and not in the County of *Middlesex*, as the Plaintiff by his Declaration hereunto annexed hath alledged.

L. S.

*Plea, false  
Latin in the  
Bond. B. R.*

*Hob. 18, 19,  
20.  
Salk. 462.  
Pract. Reg.  
146.*

And the said *Richard*, by *T. H.* his Attorney, comes and defends the Force and Injury, &c. and prays Oyer of the said Writing, and it is read to him in these Words, *to wit, Noverint Universis, &c. teneri, &c. in ducent' & quingint' libris, &c.* [the Obligations set forth at length]. He also prays Oyer of the Condition of the said Writing, and it is read to him in these Words, *to wit, the Condition, &c.* which being read and heard the said *Richard* prays Judgment of the said Bill, because he says that the said *John* by his Bill above supposes that the said *Richard* owes to the said *John* ducent' & quinquagint' libras, where in Truth there is not any such Word in the said Writing containing and warranting this Word in the said Declaration specified: And that he is ready to verify: Wherefore he prays Judgment of the said Bill, and that the said Bill may be quashed, &c.

*Demurrer in  
Abatement to  
a Declaration.*

The Force and Injury, &c. and prays Judgment of the said Declaration, because they say that the said Declaration, and the Mat

Matter therein contained, are not sufficient in Law to maintain the Action of the said *John, James and Mary* thereupon against them the said *Richard and Cadogan*, to which said Declaration the said *Richard and Cadogan* have no Need, nor are they bound by the Law of the Land in any Manner to answer: And this they are ready to verify: Wherefore for Default of a sufficient Declaration-  
Salk. 220.  
Pract. Reg.

in this Behalf the said *Richard and Cadogan* pray Judgment of the said Declaration, and that the said Declaration may be quashed, &c.

And the said *John, James and Mary* Joinder.

say, that the said Declaration, and the Matter therein contained, are good and sufficient in Law for them the said *John, James and Mary* to maintain their said Action thereupon against the said *Richard and Cadogan*, which said Declaration and the Matter therein contained the said *John, James and Mary* are ready to verify and prove, as the Court, &c. Wherefore, for that the said *Richard and Cadogan* do not deny the said Matter in the said Declaration, nor any ways answer thereto, the said *John, James and Mary* pray Judgment and their Damages by Occasion of the Premises to be adjudged to them, &c.

But because the Court of our said Lord the present King here is not advised of giving their Judgment of and upon the Premises, a Day is thereupon given to the said Parties before our Lord the King at  
*West-*

Continuance.



*Westminster*, until *Wednesday* next after five Weeks of *Easter*, to hear their Judgment of and upon the Premises ; for that the Court of our said Lord the present King here is not yet advised thereof, &c.

*Judgment for  
the Plaintiffs.*

**At which Day** before our said Lord the King at *Westminster* the said Parties come by their Attorneys aforesaid ; upon which all and singular the Premises being seen and by the Court of our said Lord the present King here fully understood and considered, and mature Deliberation being had thereupon, it seems to the Court of our said Lord the present King here that the said Declaration and the Matter therein contained are good and sufficient in Law for them the said *John*, *James* and *Mary* to maintain their said Action thereupon against the said *Richard* and *Cadogan* : Wherefore the said *John*, *James* *Goodwin* and *Mary* *Perkins*, ought to recover their Damages by Occasion of the said Premises, against the said *Richard* *Smith* and *Cadogan* *Thomas* : But because it is unknown to the Court of our said Lord the present King here, what Damages the said *John*, *James* and *Mary* have sustained by Occasion of the Premises : Therefore it is commanded to the Sheriff of *Middlesex*, that by the Oath of twelve good and lawful Men of his Bailiwick diligently inquire what Damages the said *John*, *James* and *Mary* have sustained well by Occasion of the Premises as for their Costs and Charges by them expended

*Inquiry awarded.*

ab

about their Suit in this Behalf; and that  
 we send the Inquisition which, &c. to our  
 Lord the King at *Westminster* on *Friday*  
 next after the Morrow of the Holy *Trini-*  
*ty*, under his Seal and the Seals, &c. to-  
 gether with the Writ of our said Lord  
 the King to him thereupon directed, &c.  
 The same Day is given to the said *John*,  
*James* and *Mary*, and at the same Place,  
 &c.

In the King's Bench.

Between } C. D. Plaintiff,  
 A. B. Defendant.

A. B. the Defendant in this Cause *Affidavit of*  
 taketh Oath, that the Substance and *the Truth of*  
 Matter of Fact in the Plea hereunto an- *a Plea in A-*  
 nexed is true. *batement.*

Stat. 4, 5 *Annæ.*

*Trinity Term in the tenth Year of the*  
*Reign of King George the Second.*

AND the said *Thomas Kennedy*, by *Plea, Son*  
*Miles Proctor* his Attorney, comes *Affault De-*  
 and defends the Force and Injury, when, *mesne.*  
 and as to the coming with Force and  
 arms, and whatever else is against the  
 Grace of our said Lord the now King, he  
 the said *Thomas* saith he is not guilty  
 thereof: And of this he puts himself upon  
 the Country: And the aforesaid *A. R.*  
 likewise: And as to the Residue of the  
 said

said Trespass above supposed to be done, the said *Thomas* saith, that the said *Anne Reed* ought not to have or maintain her Action therefore against him, because he saith, that the said *Anne*, at the Time when the said Trespass is above supposed to be done, at the said Parish of *St. Anne* within the Liberry of *Westminster* in the County of *Middlesex* aforesaid, with Force and Arms, &c. made an Assault upon him the said *Thomas*, and would then and there have beat, wounded and evilly treated him the said *Thomas* if he the said *Thomas* had not then and there forthwith defended himself against the said *Anne*; and so the said *Thomas* saith, that if any Mischief or Damage then and there happened to the said *Anne*, it was occasioned by the said Assault made by her the said *Anne*, and in the Defence of him the said *Thomas*: And this the said *Thomas* is ready to verify: Wherefore he prayeth Judgment if the aforesaid *Anne* ought to have or maintain her Action aforesaid against him, &c.

*Plea, as to the first, Part of the second, and as to the third Promise, Non Assumpsit.*

*As to the Residue a Tender.*

And the said *Thomas Daw*, by — his Attorney, comes and Defends the Force and Injury, when, &c. and saith that the said *Mary* ought not to have maintain her said Action against him, because as to the said first Promise, and to 6 l. 15 s. 6 d. Parcel of the said in the said second Promise mentioned and also as to the said third Promise he saith

at he did not undertake in Manner and  
 form as the said *Mary* above complains  
 thereof against him: And of this, &c.  
 and as to 3 *l.* 4 *s.* 6 *d.* Residue of the said  
 3 *l.* in the said second Promise menti-  
 oned, the said *Thomas Daw* says, that he  
 after the Death of the said *Thomas Clevely*,  
 and after the committing the said Letters  
 Administration to the said *Mary*, and  
 before the Day of exhibiting the Bill of  
 the said *Mary*, to wit, on the — Day  
 — in the Year of our Lord — at  
 — afore said, offered to pay to the  
 said *Mary* the said 3 *l.* 4 *s.* 6 *d.* which  
 said 3 *l.* 4 *s.* 6 *d.* the said *Mary* then and  
 there refused to receive: And the said  
*Thomas Daw* further says, that he always  
 afterwards hitherto was, and still is ready  
 to pay to the said *Mary* the said 3 *l.* 4 *s.* 6 *d.*  
 and brings the same here into Court ready  
 to be paid to the said *Mary*, if the said  
*Mary* will receive the same: And this,  
 Wherefore, &c.

H. Goolde.

And the said *William*, by *Giles Inglet* Plea, Pay-  
 Attorney, comes and defends the Force ment to a Bill  
 Injury, when, &c. and says, that the obligatory ac-  
 said *James* ought not to have his said Ac- cording to the  
 Statute.  
 thereupon against him, because ac-  
 cording to the Form of the Statute in such  
 case lately made and provided, the said  
*William* says, that he the said *William*  
 is in the said Bill obligatory named,  
 before



before the suing out the said originall Writ of the said *James Bryant* at *Hui Cham Flower* aforesaid, paid to the said *James* the said ten Pounds and eighteen Shillings in the said Bill obligatory above mentioned, and all Interest therefore due unto such Payment thereof: And this he ready to verify: Wherefore he prays Judgment if the said *James Bryant* ought to have his said Action thereupon against him, &c.

*Plea, Solvit  
ad Diem to a  
Bond.*

And the said *Allen*, by ——— his Attorney, comes and defends the Force and Injury, when, &c. and prays Oyer of the said Writing Obligatory; and it is read to him, &c. And he also prays Oyer of the Condition of the said Writing obligatory, and it is read to him in these Words, *to wit*, Which being read and heard, the said *Allen* says, that the said *Anne* ought not to have or maintain her said Action thereupon against him, because he says, that he the said *Allen* paid to the said *Anne* upon the thirteenth Day of *September* the said Condition above specified the sum of two Hundred and six Pounds, which he the said *Henry* and *Amos*, or any of them, ought to have paid to the said *Anne* upon that Day, according to the Form and Effect of the said Condition, *to wit*, the then Dwelling-House of the said *Ann Middleton*, situate in the Parish of *St. Margaret Lothbury*, *London*, in the Ward of *Coleman Street* there: And this he is ready to verify.

dy to verify : Wherefore he prays Judgment if the said *Anne* ought to have or maintain her said Action thereupon against him, &c.

And the said *Anne* says, that she by *Replication* any thing by the said *Allen* above by Plead- *Non solvit.* ing alledged ought not to be barred from having her said Action thereupon against him the said *Allen*, because she says, that the said *Allen* did not pay to her the said *Anne* upon the said thirteenth Day of *September* in the said Condition above specified the said two Hundred and six Pounds, which he and the said *Henry* and *Amos*, or any of them, ought to have paid to the said *Anne* upon that Day, according to the Form and Effect of the said Condition, in Manner and Form as the said *Allen* has above by Pleading alledged : And this she prays may be inquired of by the Country : And the said *Issue*. *Allen* does so likewise.

GEORGE the Second, by the Grace of *B. R. Venire* God, of *Great Britain, France and Ireland* *Facias in E-* King, Defender of the Faith, &c. To the *jectment by* Sheriff of *Buckinghamshire* Greeting, We *Original for a* command you that you cause to come be- *Trial at Bar,* fore Us from the Day of the Holy *Trinity* in three Weeks, wheresoever we shall then be in *England*, twelve free and lawful Men of your County, each of whom hath ten Pounds of Lands, Tenements or Rents by the Year at the least, by whom the Truth of the Matter may be the better known,  
Vol. II. G g

known, and who neither to *Joseph Smith* the Plaintiff, nor to *John Parkhurst* late of *Catesby* in the County of *Northampton*, Esq; *Thomas Stanley* late of *Quainton* in the County of *Buckingham*, Yeoman, *Judith Brazel* late of *Quainton* aforesaid, Widow, *John Franklin* late of *Quainton* aforesaid, Yeoman, *John Brazel* late of *Quainton* aforesaid, Yeoman, *John Collins* late of *Quainton* aforesaid, Yeoman, *Richard Morgan* late of *Quainton* aforesaid, Yeoman, *Thomas Sare* late of *Quainton* aforesaid, Yeoman, *John Hill* late of *Quainton* aforesaid, Yeoman, *Richard Collins* late of *Quainton* aforesaid, Yeoman, Sir *John Fortescue Aland* late of *Westminster* in the County of *Middlesex*, Knight, *Thomas Sare* late of *Quainton* aforesaid, Yeoman, *Richard White* late of *Quainton* aforesaid, Yeoman, *Joseph Stapp* late of *Quainton* aforesaid, Yeoman, *Margaret Grace* late of *Quainton* aforesaid, Widow, *Joseph Smith* late of *Quainton* aforesaid, Yeoman, *Elizabeth Harland* late of *Quainton* aforesaid, Widow, *William Cotfel* late of *Quainton* aforesaid, Yeoman, &c. or *Joseph Harland* late of *Quainton* aforesaid, Yeoman, Defendants, are any ways related; to make a certain Jury of the Country between the Parties aforesaid, of a Plea of Trespass and Ejectment, because as well the aforesaid *Joseph Smith* as the aforesaid *John Parkhurst*, *Thomas Stanley*, *Judith Brazel* &c. and *Joseph Harland*, between whom the Matter is in Dispute, have put themselves

themselves upon that Jury; and have you then there the Names of the Jurors and this Writ. Witness Sir *William Lee*, Knight, at *Westminster*, the second Day of *June* in the eleventh Year of our Reign.

*Ventris.*

**GEORGE** the Second, by the Grace of God, of *Great Britain, France and Ireland* King, Defender of the Faith, &c. To the Sheriff of *Buckinghamshire*, Greeting: We command you, that you detain Sir *Charles Tyrrel* of *Thornton*, Bart. Sir *Francis Dashwood* of *West Wickham*, Bart. *Charles Russel* of *Great Missenden*, Esq; *Campbel Price* of *Westbury*, Esq; &c. and *Jonathan Hammond* of *Great Marlow*, Gent. being the Jurors summoned in our Court before Us at *Westminster*, between *Joseph Smith*, Plaintiff, and *John Parkhurst* late of *Gatesby* in the County of *Northampton*, Esq; *Thomas Stanley* late of *Quainton* in the County of *Buckingham*, Yeoman, *Judith Brazil* late of *Quainton* aforesaid, Widow, &c. and *Joseph Harland* late of *Quainton* aforesaid, Yeoman, Defendants, by all their Lands and Chattels in your Bailiwick, so that neither they, nor any one by them, intermeddle therewith, until you shall have another Precept from Us, and that you answer to Us out of the Issues of the same, so that you have their Bodies before Us on *Tuesday* next after one Month from

B.R. Distringas in Ejectment by Original for a Trial at Bar.



the Day of *St. Michael*, wheresoever w  
shall then be in *England*, to make a cer  
tain Jury of the Country between the  
Parties aforesaid of a Plea of Trespass  
and Ejectment, and to hear their Judg  
ment thereupon of many Defaults; And  
have you then there the Names of the  
Jury and this Writ. Witness Sir *William Lee*, Knight, at *Westminster* the  
twenty-first Day of *July* in the twelfth  
Year of our Reign.

*Ventris*

---

\* *The Quarto Die Post of the Return of the V  
nire.*

*Engla*

England, to wit, Satisfaction acknowledged between Charles King, Esquire, Plaintiff in Error, and Gilbert Douglas, Gentleman, one of the Attorneys of his Majesty's Court of Common Bench at Westminster, Defendant in Error on a Judgment of the said Court of the Bench.

*Satisfaction-  
Piece on a  
Judgment af-  
firmed in Er-  
ror.*

Damages - - - - - 43 l.

Costs on affirming the }  
Judgment } 13 l.

Robert Richardson  
Attorney.

Judgment entered of Easter  
Term 14th Geo. 2. Roll  
254

Between { Richard Langman Plaintiff,  
and  
Matthias Unwin, } Defendant  
Gent. one of the  
Attorneys, &c. }

## Common Pleas.

C. B. Notice  
to an Attorney  
of a Bill filed  
against him.

TAKE Notice, that a Bill, as of this present *Easter* Term was this Day filed against you in the Office of *Richard Thompson*, Esq; one of the Prothonotaries of this Court at the Suit of the above named Plaintiff *Richard Langman*, in a Plea of Trespass on the Case upon several Promises, to the Plaintiff's Damage of twenty Pounds; and that unless you appear to the said Bill within four Days you will be forejudged the Court.

*Robert Richardson* by *Louise Russel*, Attorney for the Plaintiff, 25th May 1742

To Mr. *Matthias Unwin*  
the Defendant.

Monda

Monday next after five Weeks from  
Easter Day in the fifteenth Year of  
King George the Second.

Hartley, **I**T is ordered, that the Marshal  
Crawford. **I**f of the Marshal/ea of this Court  
do bring the Defendant into this Court  
within three Days next after Notice of this  
Rule to be given to him, or shall give a  
Note in Writing under his Hand, acknow-  
ledging the Defendant to be in his actual  
Custody, or shall shew Cause to the con-  
trary within the Time aforesaid, and give  
Notice thereof to the Attorney for the  
Plaintiff.

*Rule for the  
Marshal to  
bring the De-  
fendant into  
Court, or ac-  
knowledge him  
to be in Custody,  
&c. in order  
to being charg-  
ed in Execu-  
tion.*

*By the Court.*

acknowledge the Defend-  
ant to be a Prisoner in my  
Custody this 27th Day of  
May 1742.

*R. Mullens, Master.*



**Commitment  
Piece.**

Middlesex, to wit, John Crawford late  
of the Parish of St. Clement  
Danes in the County of Middle-  
sex, Esquire, is committed to the  
Custody of the Marshal, &c. at the  
Suit of Thomas Hartley for forty-  
five Pounds and ten Shillings Da-  
mages, there to remain until, &c.

Robert Richardson,  
Attorney.

Judgment of Michaelmas Term  
in the fifteenth Year of King  
George the Second.

Roll 663.

|                |   |    |   |
|----------------|---|----|---|
| Rule           | — | 4  | 0 |
| Marshal        | — | 10 | 6 |
| With Committi- | } | 2  | 0 |
| tur Piece      |   | 16 | 6 |

Frid

Friday next after the Octave of the Purification of the Blessed Virgin Mary in the fifteenth Year of King George the Second.

Roe, **I**T is ordered, by the Consent of the Rule by Con-  
Doe. **I** Attorneys of both Parties, that John sent in Eject-  
Blaxland, Gent. William Gore, Thomas ment by Ori-  
Ranson, Stephen Ladd, Thomas Gilbert and ginal.  
John Simmons be made Defendants in the  
stead of the now Defendant Doe, and do  
forthwith appear at the Suit of the Plain-  
tiff, and receive a Declaration in an Action  
of Trespass and Ejectment for the Premis-  
ses in Question, and forthwith plead thereto  
Not guilty; and upon the Trial of the Issue,  
confess Lease, Entry and Ouster, and in-  
sist upon the Title only; otherwise let Judg-  
ment be entered for the Plaintiff against  
the now Defendant Doe by Default; and  
if upon the Trial of the Issue the said John,  
William, Thomas, Stephen, Thomas and John,  
shall not confess Lease, Entry and Ouster,  
whereby the Plaintiff shall not be able fur-  
ther to prosecute his Writ against the said  
John, William, Thomas, Stephen, Thomas  
and John; then no Cost shall be allowed  
for not further prosecuting the same; but  
the said John, William, Thomas, Stephen,  
Thomas and John shall pay Cost to the  
Plaintiff in that Case to be taxed: And it  
is further ordered, that if upon the Trial  
of the said Issue a Verdict shall be given  
for

for the said *John, William, Thomas, Stephen, Thomas and John*, or it shall happen that the said Plaintiff shall not further prosecute his said Writ for any other Cause than for not confessing Lease, Entry and Ouster; then the Lessor of the Plaintiff shall pay to the said *John, William, Thomas, Stephen, Thomas and John*, Costs in that Behalf to be adjudged.

By the Court.

*Trial at Bar. Holt,* **FRIDAY** which Day the said Jury *Tyrrel.* between the Parties aforesaid, of the Plea aforesaid, was thereupon respited between them before our Lord the King at *Westminster*, until *Monday* next after three Weeks of *Easter* thence next ensuing, for Default of the Jurors, &c. At which Day before our Lord the King at *Westminster* the said Parties come by their Attorneys aforesaid, and the Jurors of that Jury being demanded also come; who to speak the Truth of the Premisses being chosen, tried and sworn, say upon their Oath, as to the

*Verdict.*

*As to the first Issue.* first Issue between the said *James Tyrrel* and the said *Sir Clobery Holt, Bart.* above joined in Form aforesaid, that the said *Elizabeth Brereton*, at the Time of executing the Deed of Bargain and Sale and Release above mentioned, was of sufficient Memory and Understanding to execute such Conveyance: And as to the second Issue between the said *James Tyrrel* and the said *Sir Clobery Holt, Bart.* above also joined in Form

*As to the second Issue.*

Form aforesaid, the said Jury upon their said Oath further say, that the said *Elizabeth Brereton* well understood the Contents of the said Deed of Bargain and Sale and Release above mentioned, and approved of them at the Time of the Execution thereof, as the said *Sir Clobery Holt* by pleading for himself has above thereupon alledged :

And as to the third Issue between the said *James Tyrrel* and the said *John Hopley* also above joined in Form aforesaid, the said Jurors upon their said Oath also further say, that the said *Elizabeth Brereton*, at the Time of executing the said Lease above mentioned, was of sufficient Memory and Understanding to execute such Lease : And

*As to the third Issue.*

as to the fourth Issue between the said *James Tyrrel* and the said *John Hopley* above also joined in Form aforesaid, the said Jurors upon their said Oath further say, that the said *Elizabeth Brereton* well understood the Contents of the said Lease above mentioned, and approved the same at the Time of the Execution thereof, as the said *John Hopley* by pleading for himself has above thereupon alledged.

*Fourth Issue.*

On which Day the Jury between the Parties aforesaid, of the Plea aforesaid, was respited between them before our Lord the King, until *Wednesday* next after three Weeks from *Easter* Day thence next ensuing, for the Default of the Jurors : At which Day before our Lord the King at *Westminster* the said Parties come by their Attorneys aforesaid, and the Jurors of the Jury above

*Trial at Bar with a Decem tales.*



above mentioned being called, some of them, *to wit*, Sir George Fettiplace, Bart. Sir Jonathan Cope, Bart. Sir James Harrington, Bart. Nathaniel Warner, Rowland Lacy, James Dawkins, Henry Smith, John Baynes, Henry Jennings and Lawrence Lord Esquires, come, and the Residue of the said Jury do not come, as appears in the Panel: And because the Residue of the Jurors of the said Jury did not appear, therefore let the said Jury further remain to be taken before our Lord the King at *Westminster*, until *Tuesday next* after five Weeks from the Feast-Day of *Easter* then next following, for the Default of the Jurors. Therefore let the Sheriff have their Bodies &c. and let him add ten other free and lawful Men of the Body of his County to make the said Jury, together with the said other Jury in Form aforesaid impanelled so that he have them at the said Day for the Default of the Jurors not remaining to be taken, &c. The same Day is given to the Parties aforesaid at the same Place: At which Day before our Lord the King at *Westminster* the said Parties come by their Attorneys aforesaid, and the Sheriff at the same Day returned the said Writ in all things served and executed, together with a Panel of the said ten other free and lawful Men, as appears in the Panel, and the Jurors so a-new appointed, *to wit*, George Dowdeswel and Isaac Allibone being called likewise come, who to speak the Truth of the Premisses, together with the said Ju

ors first for that Purpose impanelled, being elected, tried and sworn, say upon their Oath, that the said *William Jennings* by Will bearing Date the 18th Day of *January* in the Year of our Lord 1731. did devise the said above mentioned Premises to the said *Margaret Sharpe*; and they assess the Damages of the said *Margaret* by reason of the Premises, besides her Costs and Charges laid out by her about her Suit in this Behalf, to twelve Pounds, and for those Costs and Charges to forty Shillings.

And now at this Day, that is to say, *Judgment in*  
Friday next after the Morrow of the Holy *Debt by Nil*  
Trinity in this same Term, until which Day *dicit, with an*  
the said *D.* had Leave to imparl to the said *Impar lance.*  
Bill, and then to answer thereto, before our Lord the King at *Westminster* come the said *Henry* and *Anne* by their said Attorney; and the said *D.* although at the same Day solemnly demanded, does not come, but makes Default, and does not say any thing in Bar or Denial of the said Action of the said *Henry* and *Anne*; whereby the said *Henry* and *Anne* remain therein undefended against the said *D.* Therefore it is considered, that the said *Henry* and *Anne* recover against the said *D.* their said Debt, and also five Pounds for the Damages which they have sustained, as well by reason of detaining their said Debt as for their Costs and Charges by them expended about their Suit in this Behalf, adjudged to the said *Henry* and *Anne* by the Court of our said  
2 Lord

Lord the King now here, with their Assent  
And the said *D.* in Mercy, &c.

*Judgment by  
Nil dicit.*

And the said *A. B.* prays that the said  
*C. D.* may answer to his said Declaration,  
upon which ——— next after ——— next  
ensuing is given by the Court here to the  
said *C. D.* to plead in Bar of the said Action:  
The same Day is given to the said *A. B.*  
at the same Place, &c. At which Day be-  
fore our Lord the King at *Westminster* the  
said *A. B.* came by his Attorney aforesaid,  
and the said *C. D.* at that Day, although  
solemnly demanded, came not to answer,  
nor did he say any thing in Bar or Preclu-  
sion, &c.

*Judgment by  
Nil Dicit  
against a Pri-  
soner, with an  
Impar lance.*

And the said *C. D.* in his proper Person,  
being in the Custody of the Marshal of the  
*Marshalsea* of our Lord the King before the  
King himself, comes and defends the Force  
and Injury, when, &c. and prays a Day  
thereupon to imparl, &c. and it is granted  
to him, &c. and upon that a Day is there-  
upon given to the said Parties before our  
Lord the King at *Westminster*, until —  
next after ——— [the Day when the Rule was  
out] in this same Term, to wit, to the said  
*C. D.* to imparl to the said Bill, and then  
to answer, &c. At which Day before our  
said Lord the King at *Westminster* the said  
*A. B.* came by his Attorney aforesaid, and  
the said *C. D.* although at that Day solemnly  
demanded, came not, and said nothing in  
Bar or Preclusion, &c.

*Judgment in  
Ejectment  
after Verdict  
for the Plain-  
tiff.*

Therefore it is considered, that the said  
*T. E.* recover against the said *B.* and *C.* his

faid Term yet to come of and in the faid Tenements, with the Appurtenances, and his faid Damages affeffed by the faid Jury in Form aforefaid, and alfo, &c. [*ut in al.*] Which faid Damages in the whole amount to, &c.

**Therefore** it is confidered, that the faid *Michael Bragg* recover againft the faid *Matthew Cove* and *Elizabeth* his Wife his faid Debt, and his faid Damages affeffed by the faid Jury in Form aforefaid; and alfo fix Pounds by the Court here adjudged to the faid *Michael* of Increase for his faid Cofts and Charges, by his Affent: Which faid Damages in the whole amount to eight Pounds and one Shilling, to be levied of the Goods and Chattels which were of the faid *Sarah Dore* at the Time of her Death in the Hands of the faid *Matthew Cove* and *Elizabeth* his Wife to be adminiftred, if they have fo much thereof in their Hands; and if they have not fo much thereof in their Hands, then the faid Damages to be levied of the proper Goods and Chattels of the faid *Matthew* and *Elizabeth*.

*Judgment a-  
gainft Baron  
and Feme  
Adminiftra-  
trix, in Cafe.*

**At** which Day before our Lord the King at *Westminster* the faid Parties come by their Attorneys aforefaid, and the Sheriff of the faid County did not fend back the faid Writ, nor did he any thing thereupon: And upon this the faid *D.* relinquifhing the Plea by him the faid *D.* as above pleaded, faith, that he cannot deny the Action of the faid *P.* nor that the faid Writing obligatory is his Deed, nor that he oweth to the

*Judgment in  
Debt by Re-  
li&a Verifi-  
catione.*



the said *P.* the said Sum of 148*l.* in Manner and Form as the said *P.* above declare against him : Therefore it is considered that the said *P.* do recover against the said *D.* the said Debt, and also 20*l.* for his Damages which he hath sustained as well by reason of the detaining of the said Debt as for his Costs and Charges by him expended about his Suit in this Behalf, adjudged to the said *P.* by the Court of our said Lord the King now here, by his own Assent : And the said *D.* in Mercy, &c.

*Judgment for the Plaintiff in Trespass and Assault, where upon Inspection of the Wound the Court assessed Damages over and above the Damages assessed by the Jury.*

Therefore it is considered, that the said *John Guffack* recover against the said *Thomas Wilmot* his said Damages assessed by the said Jury in Form aforesaid, and also thirty and eight Pounds by the Court of our Lord the King before the King himself, now adjudged to the said *John Guffack* at his Request, of Increase for his Damages in this Behalf, for that it seems to the said Court, that the said Damages assessed by the said Jury in Form aforesaid are not sufficient, for that it manifestly appears to the said Court upon Inspection of the Eye of the said *John Guffack*, that the said *John Guffack*, by Occasion of the said Trespass is very much injured in his said Eye ; and also fifteen Pounds six Shillings and eight Pence for his Costs and Charges by the said Court of our said Lord the King now here adjudged of Increase to the said *John*, by his Assent : Which said Damages in the whole amount to sixty and eight Pounds.

At which Day before our Lord the King at Westminster the said Parties come by their Attorneys aforesaid, and the said Justices before whom the Assizes for the said County were taken sent here their Record before them had in these Words, *to wit*, Afterwards, &c. [the *Postea*] Therefore it is considered, that the said *Jeremiah* recover against the said *Richard* the said 7 *l.* 10 *s.* Part of the said Debt of 19 *l.* 19 *s.* 6 *d.* for the triple Value of the said Tithes, and the said Damages, so as aforesaid assessed by the said Jury; and also 19 *l.* 19 *s.* for the Increase of his said Costs and Charges, adjudged by the said Court to the said *Jeremiah*, by his Assent, according to the Form of the Statute in such Case made and provided: Which said Damages amount in the whole to the Sum of 22 *l.* and the said *Richard* is in the Mercy of the Court; and the said *Jeremiah* is likewise in the Mercy of the Court for his false Clamour against the said *Richard* as to the Residue of the said Debt of 19 *l.* 19 *s.* 6 *d.* whereof he is acquitted by the said Jury in Manner aforesaid, and that the said *Richard* go thereof without Day.

*Judgment in Debt on the Stat. Ed. 6. for not setting out Tithes, Part for the Plaintiff, and Part for the Defendant.*

At which Day before our Lord the King at Westminster the said Parties come by their Attornies aforesaid: Whereupon the said Court having seen and fully understood all and singular the Premisses, and having maturely deliberated thereupon, it appeared to the said Court now here, that the said Declaration of the said Master, Wardens and Commonalty, and the Mat-

*Judgment in Debt for the Plaintiff on a Demurrer in Abatement to a Declaration.*

*Judgment for  
the Plaintiff  
for Costs 8 l.  
Stamp upon  
the Paper  
Book, 11 Feb.  
1741.*

ter therein contained, are good and sufficient in Law for the said Master, Wardens and Commonalty, to have and maintain their said Action against the said *Thomas*: Therefore it is considered, that the said Master, Wardens and Commonalty, do recover against the said *Thomas* their said Debt, and also eight Pounds for their Damages which they have sustained, as well by reason of detaining that Debt, as for their Costs and Charges by them expended about their Suit in this Behalf, adjudged to the said Master, Wardens and Commonalty by the Court of our said Lord the King now here, with their Assent: And the said *Thomas* in Mercy, &c.

*Judgment in  
Debt for the  
Plaintiffs on a  
Demurrer to a  
Plea in Bar  
to a Scire Facias  
against  
an Executor.*

At which Day come before our Lord the King at *Westminster* as well the said *Henry Stocker* and *John Stocker* in their proper Persons, as the said *Thomas Heath* by his Attorney aforesaid; and hereupon all and singular the Premises having been seen, and fully understood by the Court of the now Lord the King here, and due Deliberation having been thereupon had, it appears to the Court of our said Lord the King here, that the Plea aforesaid by the said *Thomas Heath* in Manner and Form aforesaid above pleaded, and the Matter therein contained, are not sufficient in Law to bar the said *Henry Stocker* and *John Stocker* from having their said Execution against him for the Debt and Damages aforesaid: Therefore it is considered, that the said *Henry Stocker* and *John Stocker* have

Execution

Execution againſt the ſaid *Thomas Heath* for the Debt and Damages aforeſaid, to be levied of the Goods which were the ſaid *Nevil Heath's* at the Time of his Death, in the Hands of the ſaid *Thomas Heath* to be adminiſtred, according to the Force, Form and Effect of the Recovery aforeſaid: It is alſo conſidered, that the ſaid *Henry Stocker* and *John Stocker* recover againſt the ſaid *Thomas Heath* 10 l. for their Coſts of Suit, according to the Form of the Statute in ſuch Caſes made and provided; for that the ſaid *Henry Stocker* and *John Stocker* have obtained an Award of the Execution aforeſaid, after the ſaid Plea pleaded by the ſaid *Thomas Heath* in Bar thereof, to be levied of the ſame Goods and Chattels, if the ſaid *Thomas Heath* have ſo much thereof in his Hands to be adminiſtred; and if he hath not, then the ſaid 10 l. to be levied of the proper Goods and Chattels of the ſaid *Thomas Heath*, and that the ſaid *Henry Stocker* and *John Stocker* have alſo Execution thereof, &c.

Therefore it is conſidered, that the ſaid *W.* take nothing by his ſaid Bill, but that he be in the Mercy of the Court for his falſe Clamour, and that the ſaid *D.* go thereof without Day: And it is further conſidered, that the ſaid *D.* recover againſt the ſaid *P.* ——— for his Coſts and Charges laid out by him about his Defence on this Behalf, adjudged to the ſaid *D.* by the Court of our ſaid Lord the King now here, by his own Aſſent, according to the Form of the

*Judgment on  
a Verdict for  
the Defendant.*



*Judgment in  
Ejectment,  
Part for the  
Plaintiff and  
Part for the  
Defendant.*

Statute in such Case made and provided, and that the said *D.* have Execution thereof.

**Therefore** it is considered, that the said *John Martin* do recover against the said *William Humphry* and *Henry* his Term aforesaid yet to come and unexpired of and in the said Moiety of one Mesuage, one Garden, sixty Acres of Meadow, and sixty Acres of Pasture, with the Appurtenances, in the first Count in the said Declaration mentioned, and the said Damages so as aforesaid assessed by the said Jury, and also 13 *l.* 19 *s.* for the Increase of his said Costs and Charges, adjudged by the said Court to the said *John* at his own Request; which said Damages amount in the whole to the Sum of 16 *l.* and that the said *John* be in the Mercy of the Court for his false Clamour against the said *William Humphry* and *Henry*, as to the Trespass and Ejectment in the rest of the Tenements, with the Appurtenances in the Declaration aforesaid specified, whereof the said *William Humphry* and *Henry* are by the said Jury in Form aforesaid acquitted, and that the aforesaid *William Humphry* and *Henry* go thereof without Day.

*Judgment in  
Debt, Part for  
the Plaintiff  
and Part for  
the Defendant.*

**Therefore** it is considered, that the said *Sir Bouchier* do recover against the said *William* the said Sum of 7 *l.* Parcel of the said Debt of 40 *l.* found by the said Jury in Manner aforesaid, and the said Damages so as aforesaid assessed by the said Jury, and also 27 *l.* 19 *s.* 6 *d.* for the Increase of his said Costs and Charges, adjudged to the

said

faid Sir *Bouchier* by the faid Court of our Lord the King now here by his Assent ; which faid Damages amount in the whole to 30 l. and that the faid *William* be in the Mercy of the Court ; and also that the faid Sir *Bouchier* be in the Mercy of the Court for his false Clamour against the faid *William* as to the faid Sum of 33 l. Residue of the faid Debt of 40 l. whereof the faid *William* is acquitted by the faid Jury in Manner aforefaid, and that the faid *William* go thereof without Day.

**Therefore** it is considered, that as to the first Issue between the faid Parties in Form aforefaid joined the faid *John* recover against the faid *William* the faid Damages so as aforefaid assessed by the faid Jury ; and also 18 l. 19 s. for the Increase of his faid Costs and Charges, adjudged by the faid Court to the faid *John* at his Request ; which faid Damages amount in the whole to the Sum of 22 l. and that the faid *John* be in the Mercy of the Court for his false Claim against the faid *William* as to the faid second Issue between the Parties aforefaid in Form aforefaid joined, whereof the faid *William* is by the faid Jury in Form aforefaid acquitted, and that the faid *William* go thereof without Day.

*Judgment in Assault, Part for the Plaintiff, Part for the Defendant.*

**Therefore** it is considered, that the faid *Thomas Price* do recover against the faid *Charles Betterton*, *James Burdock* and *James Pike*, his Term aforefaid, yet to come and unexpired, of and in the faid Tenements, with the Appurtenances, in the faid Declaration secondly mentioned,

*Judgment in Ejectment for the Plaintiff as to the 2d Demise, and for the Defendant as to the 1st and 3d Demise.*

and expressed to be demised by the said *James Cove* and *Mary* his Wife ; and the said Damages so as aforesaid assessed by the said Jury, and also 13 l. 19 s. for the Increase of his said Costs and Charges adjudged by the said Court to the said *Thomas Price* at his Request, which said Damages amount in the whole to 16 l. And the said *Thomas Price* is in Mercy, &c. for his false claiming against the said *Charles Betterton*, *James Burdock* and *James Pike*, as to the Trespass and Ejectment in the said several Tenements with the Appurtenances in the said Declaration first above mentioned ; and also as to the Trespass and Ejectment in the said Tenements with the Appurtenances in the said Declaration thirdly mentioned, whereof the said *Charles Betterton*, *James Burdock* and *James Pike*, are by the said Jury in Manner aforesaid acquitted : And let the said *Charles Betterton*, *James Burdock* and *James Pike*, go thereof without Day, &c.

Award of Ca.  
Sa.

And hereupon the said *P.* comes before our Lord the King at *Westminster* in his proper Person, and prays the King's Writ of *Capias ad Satisfaciendum* against the said *D.* to satisfy the said *P.* for the Debt and Damages aforesaid, to be directed to the Sheriff of the said County of \_\_\_\_\_ ; and it is granted unto him ; whereby the Sheriff of the said County is commanded, that he take the said *D.*

if he is to be found in his Bailiwick, and that he keep him safely, so that he have his Body before our Lord the King at *Westminster* on ——— next after ——— to satisfy the said *P.* for his Debt and Damages aforesaid : The same Day is given to the said *P.* at the said Place : At which Day before our Lord the King at *West-*  
*Ret. Non in-*  
*vent.*  
*minster* the said *P.* comes in his proper Person : And the Sheriff of the said County, namely, ——— returns that the said *D.* is not found in his Bailiwick : Whereupon the said *P.* prays another Writ of our Lord the King to be directed to the Sheriff of the same County in Manner aforesaid ; and it is likewise granted unto him ; by which the Sheriff of the said County is as before commanded, that he take the said *D.* if he is to be found in his Bailiwick, and that he keep him safely, so that he have his Body before our Lord the King at *Westminster* on ——— next after ——— to satisfy the said *P.* for the Debt and Damages aforesaid : The same Day is given to the said *P.* at the same Place : At which Day before our Lord the King at *Westminster* the said *P.* comes in his proper Person ; and the Sheriff of the said County did not send back the said Writ, nor did he do any thing thereupon : Therefore the said *P.* prays another Writ,  
*Award of*  
*Alias Ca.*  
*Sa.*  
*Vic' non*  
*misiit brev.*  
*Et.*

Afterwards, that is to say, on ——— next after ——— [the Teste of the *Ele-*  
*Award of an*  
*Elegit.*  
*git*]  
H h 4



git] then next ensuing, before our Lord the King at *Westminster* the said *P.* came by his Attorney aforesaid, and according to the Form of the Statute in the like Case made and provided, elected to be delivered to him all the Goods and Chattels of the said *D.* except the Oxen and Beasts of his Plough, and also a Moiety of all the Lands and Tenements of the said *D.* of which the said *D.* was seised on the — next after — in the — Year, &c. on which Day the said Judgment was given, or at any Time afterwards, to hold the said Goods and Chattels as his own proper Goods and Chattels, and also to hold the said Moiety of all the said Lands and Tenements as his Freehold to him and his Assigns, by a reasonable Price and Extent, according to the Form of the said Statute, until he shall have fully levied thereof the said Debt and Damages: And the said *P.* prays a Writ of our Lord the King to be directed to the Sheriff of the said County of — in Manner aforesaid; and it is granted unto him returnable before our Lord the King at *Westminster* on — next after —: The same Day is given to the said *P.* at the same Place: At which Day before our Lord the King at *Westminster* the said *P.* came by his Attorney aforesaid; and the Sheriff of the said County of —, namely, *E. F. Esq;* by Virtue of the said Writ to him directed, returned a certain Inquisition taken before him at — in the County

ty aforesaid on — the — Day of —  
in the — Year, &c. by the Oath of  
twelve honest and lawful Men of his Bai-  
liwic, which said Inquisition followeth in  
these Words, *to wit*, [set forth the Inqui-  
sition in *hæc Verba*]

London, **EXCEUNT** against *Thomas Outlawry re-*  
*to wit, Dawson late of, &c. returnable versed.*  
from the Day of *Easter* in fifteen Days where-  
soever, &c. outlawed in *London* on *Monday*  
next after the Feast of *St. Mark* the E-  
vangelist in the — Year of the Reign  
of, &c. at the Suit of *Hugh Hammerfly*  
in a Plea of *Trespas* on the Case, to the  
Damage of the said *Hugh* of 100*l.*

Afterwards, *to wit*, of the Term of  
— in the — Year of the Reign of, &c.  
the said Outlawry was reversed for Default  
of Proclamation.

Examined by me *S. C.* the — Day  
of — in the — Year of the Reign of  
&c. by the Record of the Reversal of the  
said Outlawry.

*S. C.* Secondary.

And the said *D.* by — his Attor-  
ney, comes and defends the Wrong and  
Injury, when, &c. And hereupon *F. G.*  
of, &c. and *H. J.* of, &c. [the Bail with  
their Additions] come in their proper Per-  
sons before our Lord the King at *Westmin-*  
*ster*, and become Pledges and Bail, and  
each of them becomes Pledge and Bail for  
the said *D.* that if the said *D.* should hap-  
pen

*Entry of a  
Recognizance  
of Bail after  
the Declara-  
tion.*

pen to be convicted in the Plea aforesaid, then the said *F.* and *H.* granted, and each of them for himself hath granted, that all such Damages, Costs and Charges as should on this Behalf be adjudged to the said *P.* should be taken and levied of their and each of their Lands and Chattels to the Use of the said *P.* if the said *D.* should not happen to pay the said Damages to the said *P.* nor render himself on that Account to the Prison of the *Marshalsea* of our Lord the King before the King himself.

**Bail-Piece in  
Audita Querela.**

*Marshalsea*, to wit, *J. L.* of *Ec.* is delivered on Bail to prosecute with Effect a Writ of *Audita Querela*, by him brought to be discharged of and from a Judgment given against him in the Court of his late Majesty *Charles* the First, late King of *England*, at the Suit of one *T. W.* for 100 *l.* of Debt, and for Damages, Costs and Charges.

To *J. D.* of, *Ec.* Yeoman,

*E. F.* of, *Ec.* Yeoman.

(Four Bail required.)

*J. B.*  
Attorney.

You severally acknowledge yourselves to owe to *Thomas Dymock*, the Plaintiff in the Original Action, the Sum of 1000 l.

*Form of taking the Recognizance.*

Upon Condition, that the Plaintiff in the *Audita Querela* shall prosecute his Writ with Effect; and if the said Plaintiff shall happen to be convicted, or make Default in the Premises, that he shall pay the Condemnation Money, or you will do it for him.

*The Condition.*

Are you content ?

Afterwards, to wit, on the \_\_\_\_\_ Day Error assigned of \_\_\_\_\_ in the \_\_\_\_\_ Year of the \_\_\_\_\_ in Parliament.  
Reign of our Sovereign Lord *George* the Second, now King of *Great Britain, &c.* before the King himself in his Parliament, the said *E. S.* comes by *G. W.* his Attorney, and says, that in the said Record and Process, as also in giving the said Judgment there is manifest Error in this, to wit, that the said Declaration and the Matter contained therein, is not sufficient in Law to maintain the Action of the said *G. R.* against the said *E. S.* therefore in that there is manifest Error; also in this, that by the said Record it appears, that the said Judgment was given in Form aforesaid for the said *G. R.* against the said *E. S.* where by the Law of the Land the said Judgment ought to have been given for the said *E. S.* against the said *G. R.* and the said *E. S.* prays, &c.

After.



*The like.*

Afterwards, *to wit*, on the  
 Day of                      in the                      Year of  
 the Reign of our Sovereign Lord George  
 the Second, now King of *Great Britain*,  
*&c.* before our said Lord the King and  
 great Men and Peers assembled in this  
 present Parliament at *Westminster* in the  
 County of *Middlesex*, the said *Thomas*  
*Lloyd* comes by *J. L.* his Attorney, and  
 says, that there is manifest Error in the  
 said Record and Process, also in giving  
 and affirming the said Judgment mention-  
 ed in the said Record, in this, *to wit*, that  
 by the said Record it appears, that the  
 said Judgment given by the Court of our  
 said Lord the King, before the King him-  
 self at *Westminster*, was given for the  
 said *John Badger* against the said *Thomas*  
*Lloyd*, where by the Law of the Land  
 the said Judgment ought to have been  
 given for the said *Thomas Lloyd* against the  
 said *John Badger*; and therefore in that  
 there is manifest Error; there is also Er-  
 ror in affirming the said Judgment, be-  
 cause he says that the said Judgment was  
 affirmed in the Court of our Lord the  
 King of Exchequer Chamber at *Westmin-*  
*ster* before the Justices of the Common  
 Bench and the Barons of the said Exche-  
 quer where no such Affirmance of the said  
 Judgment ought to have been thereupon  
 given; but the said Judgment by the Law  
 of the Land ought to have been re-  
 versed; and therefore in that there is  
 manifest

manifest Error. And the said *Thomas Lloyd* prays that the said Judgment, for the said Errors and others in the said Record and Process, may be reversed, annulled and intirely set aside, and that he may be restored to all that he has lost by Occasion of the said Judgment and Affirmance, and that the said *John Badger* may rejoin to the said Errors, &c.

Afterwards, to wit, on the next Error assigned after in this same Term on a Judgment, before our Lord the King at *Westminster* ment, and Affirmance of the said *Nicholas Green* and *W. C.* come that Judgment in the said Record and Process, and also in giving the said Judgment, and also in affirming the same, there is a manifest Error, in this, to wit, that by the Record of the said Judgment and Affirmance of the same it appears, that the said Judgment in Form aforesaid given and affirmed, was given and affirmed for the said *James Waller* against the said *Nicholas* and *William*, where, by the Law of the Land of the Kingdom of *Ireland*, the said Judgment ought to have been given for the said *Nicholas* and *William* against the said *James*; therefore in that there is manifest Error: And this they the said *Nich.* and *Wm.* are ready to verify: Wherefore they pray, that the said Judgment and Affirmance thereof, for the said Error and other Errors in the said Record and Process, may be reversed, annulled and intirely set aside, and that they

they the said *Nicholas* and *William* may be restored to all that they have lost by Occasion of the said Judgment and Affirmance, &c. and that the said *James* may rejoin to the said Errors, &c.

*Error assigned in B. R. on a Judgment given in C. B.*      **Afterwards, to wit, on**      next before  
 after the  
 our Lord the King at *Westminster* the said *Thomas Brooks* comes by *Thomas Harvey* his Attorney, and says, That in the said Record and Process, also in giving the said Judgment, there is manifest Error, in this, to wit, that the said Declaration in the said Record mentioned, and upon which the said Judgment is given in Form aforesaid, and the Matter therein contained, is not sufficient in Law to maintain the said Judgment thereupon given in Form aforesaid; and so the said Judgment thereupon given in Form aforesaid is erroneous and void in Law; and therefore in that there is manifest Error; there is also manifest Error in this, that where by the said Record it appears, that the said Judgment in Form aforesaid given, was given for the aforesaid Sir *William Hustler*, Knt. Sir *Richard Osbaldiston*, Knt. and *William Osbaldiston*, against the said *Thomas Brooke*, where by the Law of the Land Judgment in the said Plea ought to have been given for the said *Thomas Brooke* against the said Sir *William Hustler*, Knt. Sir *Richard Osbaldiston*, Knt. and *William Osbaldiston*; and therefore in that there is manifest Error; and

he prays that the said Judgment for these Errors and others in the said Record and Process may be reversed, annulled and entirely set aside, and that he the said *Thomas* may be restored to all that he has lost by Occasion of the said Judgment, and that the said *Sir William Hustler*, Knt. *Sir Richard Osbaldiston*, Knt. and *William Osbaldiston* may rejoin to the said Errors, &c.

And the said *Sir William Hustler*, Knt. *Sir Richard Osbaldiston*, Knt. and *William Osbaldiston* come by *Adrian Moore* their Attorney, and say, That there is no Error

*Rejoinder in Error.*

either in the said Record and Process, or giving the said Judgment; And pray that the Court of our Lord the King now here may proceed to examine as well the said Record and Process, as the said Matters above assigned for Errors by the said *Thomas Brooke*; And that the said Judgment may be in all things affirmed.

And the said *Bridget Countess Dowager of Plymouth* by *Henry Doughty* her Attorney comes and says, That in the said Record and Process, as also in giving the said Judgment, there is manifest Error, in this, to wit, that the said Declaration, and the Matter therein contained, are not sufficient in Law to maintain the Action of the said *Thomas* and *Dorothy* thereupon against her the said Countess; therefore in that there is manifest Error; there is also Error in this, that by the said Record it appears, that the said Judgment given in the Manner

*Error assigned on Judgment in C. B.*

ner



*No Warrant  
of Attorney.*

*Certiorari  
prayed.*

*Award of the  
Certiorari.*

ner and Form aforesaid, was given for the said *Thomas* and *Dorothy* against the said Countess in the Plea aforesaid, where by the Law of the Land the said Judgment ought to have been given for the said Countess against the said *Thomas* and *Dorothy* and therefore in that also there is manifest Error: **And** the said Countess further says that there is also Error in this, *to wit*, that there is not any Warrant of Attorney as filed of Record in the said Court of *Common Bench* between the said Parties of the Plea aforesaid, to warrant the said *Charles Draper* to be Attorney for the said *Thomas* and *Dorothy* against the said Countess in the Plea aforesaid; therefore in that also there is manifest Error: **Wherefore** the said Countess prays the Writ of our Lord the King of *Certiorari* to the Chief Justice of our said Lord the King of the Bench to be directed, &c. and it is granted to her &c. **Whereby** it is commanded to Sir Knt. Chief Justice of the Bench aforesaid, That he search the Rolls and other Memorandums of the Warrants of Attorney of the County of *Middlesex* of *Easter Term* in the Year of the Reign of our said Lord the King, being in his Custody on Record, and that he without Delay certify to our said Lord the King wheresoever, &c. what he shall thereupon find in the said Rolls and Memorandums together with the Writ of our said Lord the King to him thereupon directed, &c. which said Chief Justice of the Bench aforesaid

said answered to our said Lord, That the *Return.*

Execution of the said Writ appeared in a certain Schedule annexed to the said Writ, in which said Schedule is contained the Title of the Rolls of the Warrants of Attorney filed of *Easter* Term aforesaid in the said Writ specified, being in the Custody of the said Chief Justice on Record, and the Record of a certain Warrant of Attorney between the Parties aforesaid, of the Plea aforesaid, in the same Form in which the said Warrant of Attorney is entred on Record on the said Rolls; which said Title and Warrant of Attorney follow in these Words: The Rolls of Attornies received before Sir

Knt. Chief

Justice of our Lord the King of the Bench, and his Companions, of *Easter* Term in the Year of the Reign of our Sovereign Lord

King of

*Great Britain, France and Ireland, Defender of the Faith, &c.*

*Middlesex*, to wit, *Thomas Throgmorton*, Warrant of Esq; and *Dorothy* his Wife, Executrix of the last Will and Testament of Sir *Edward Picke*, Knt. put in their Place *Charles Draper* their Attorney, against *Bridget Countess Dowager of Plymouth*, Executrix of the last Will and Testament of *Charles Earl of Plymouth*, of a Plea of Debt. Which said Writ is affiled among the Records without a Day, &c. And upon this the said *Thomas* and *Dorothy* by *Michael Johnson* their Attorney come freely here into Court, and the said *Bridget Countess Dowager of*

*Attorney for an Executrix against an Executrix.*

*Plymouth* as before says, that in the said Record and Proceedings, as also in giving the Judgment aforesaid, there is manifest Error, by alledging the Errors aforesaid by her in Form aforesaid alledged; And prays that the said Judgment, for those Errors and others in the said Record and Proceedings, may be reversed, annulled, and intirely set aside, and that she may be restored to all that she has lost by Occasion of the said Judgment, &c. and that the said *Thomas* and *Dorothy* may rejoin to the said Errors, &c. and that the Court of our said Lord the King here may proceed to the Examination as well of the said Record and Proceedings, as of the aforesaid Matters above assigned for Error, &c. And the said *Thomas* and *Dorothy* say, that there is no Error either in the said Record and Process, or in giving the said Judgment; And they likewise pray, that the Court of our said Lord the King may proceed to the Examination as well of the said Record and Proceedings, as of the Matters aforesaid above assigned for Error, and that the said Judgment may be in all things affirmed, &c. And because the Court of our said Lord the King now here is not yet advised what Judgment to give thereupon, a Day is given to the said Parties, that they be before our Lord the King, from the Day of *St. Michael* in three Weeks then next ensuing, wheresoever, &c. to hear their Judgment thereon, because the Court of our said Lord the King now here is not yet advised thereof: At which Day before

In nullo est  
Erratum re-  
joined.

Continuance by  
Cur' advisare  
vult.

Continuance.

before our Lord the King at *Westminster* the said Parties come by their Attornies aforesaid ; but because the Court of our said Lord the King now here is not yet advised what Judgment to give of and concerning the Premisses, a Day is given to the said Parties that they be before our Lord the King on the Octave of *St. Hilary*, wherefoever, &c. to hear their Judgment thereon, because the Court of our said Lord the King now here is not yet advised thereof: At which Day before our Lord the King *Continuance.* at *Westminster* the said Parties come by their Attornies aforesaid ; but because the Court of our said Lord the King now here is not yet advised what Judgment to give of and concerning the Premisses, a Day is given to the said Parties that they be before our Lord the King in fifteen Days of *Easter*, wherefoever, &c. because the Court of our said Lord the King now here is not yet advised thereof: At which Day before our Lord the King at *Westminster* the said Parties come by their Attornies aforesaid ; upon which as well the said Record and Proceedings and Judgment thereupon given, as the said Causes and Matters above for Error assigned, being viewed, and by the Court of our said Lord the King now here fully understood and diligently examined ; For that it appears to the Court of our said Lord the King now here, that there is manifest Error in the said Record and Proceedings, and also in giving the said Judgment ; it is considered, that the said Judgment, for the said



Errors and others in the said Record and Proceedings, be reversed, annulled, and intirely set aside, and that the said *Bridget Countess Dowager of Plymouth* be restored to all that she hath lost by occasion of the said Judgment, &c.

*Pleas before our Lord the King at Westminster, of the Term of the Holy Trinity in the ——— Year of the Reign of our Lord George the Second, now King of Great Britain, &c.*

## Roll

*The Manner of making up a Record of Nisi prius, on Issue joined in Error on a Judgment in C. B.*

*The Record of the Judgment after a Verdict in Case.*

England, OUR Lord the King sent to wit. **O** his Right trusty and well beloved Sir *John Willes*, Knt. his Chief Justice of the Bench, his Writ close in these Words, to wit, *George the Second*, by the Grace of God, of *Great Britain, France and Ireland* King, Defender of the Faith, &c. To his trusty and well beloved Sir *John Willes*, Knt. Chief Justice of the Bench, Greeting: Forasmuch as in the Record and Proceedings, and also in giving Judgment in a Plaint which was in our Court before you and your Associates our Justices of the said Bench, by our Writ between *John Alexander* and *John Woods* late of *London*, Merchant, *John Osgood* late of *London*, Merchant, and *Nathaniel Rouse* late of *London*, Merchant, of a certain Trespass upon the Case to the said *John Alexander* &c.

&c. (to the End of the Transcript) and the said *John Woods*, *John Osgood*, and *Nathaniel* in Mercy, &c.

**Afterwards**, *to wit*, on *Wednesday* next *Error assigned*, after fifteen Days of *Easter* in that same *in B. R.*

Term, before our Lord the King at *Westminster* the said *John Osgood* and *Nathaniel Rouse* come in their proper Persons, and say,

That in the said Record and Proceedings, as also in giving the said Judgment, there is

manifest Error in this, *to wit*, that it appears by the said Record, that the said

Judgment is given as well against the said *John Woods* as against the said *John Osgood*

and *Nathaniel Rouse*, when in Truth the said *John Woods* in the said Plea mentioned

died before the Trial of the Issue in the said Record joined between the Parties afore-

said and before the giving the said Judgment, *to wit*, on the Day of

in the Year of the Reign of our said Sovereign Lord the now King at *Horsbarn*

aforesaid in the County of *Sussex* aforesaid, and so the said Judgment is erroneous and

void in Law. And the said *John Osgood* and *Nathaniel Rouse* pray, that the said

Judgment, for the Error aforesaid, and other Errors in the said Record and Pro-

ceedings, may be reversed, annulled, and intirely set aside; and that they the said *John*

*Osgood* and *Nathaniel Rouse* may be restored to all they have lost by Occasion of the said

Judgment; **And** they pray the Writ of our Lord the King to summon the said *John*

*Alexander* to come before our Lord the

*Death of one of the Defendants before Trial.*

*Award of Scire facias ad Audendum Errores.*

King to hear the said Record and Proceedings; and it is granted to them. By which it is commanded to the Sheriff of *Sussex*, that by good, &c. he make known to the said *John Alexander*, that he be before our Lord the King on the Morrow of the Holy *Trinity*, wheresoever, &c. to hear the said Record and Proceedings, if, &c. and further, &c. The same Day is given to the said *John Osgood* and *Nathaniel Rouse*, &c. At which Day before our Lord the King at *Westminster* the said *John Osgood* and *Nathaniel Rouse* come in their proper Persons, And the Sheriff did not return the said Writ.

Vic'non misit  
breve.

Plaintiff in  
original Action  
appears.

Pleads the said  
Defendant is  
living.

And traverses  
his Death.

Replication.

And the said *John Alexander* on the fourth Day of the Plea being solemnly demanded also comes by *John Allen* his Attorney, and says, that by any thing before alledged the said Judgment ought not to be reversed, because he says, That the said *John Woods* in the said Plea mentioned, is yet in Being and alive; without this, that the said *John Woods*, before the Trial of the said Issue in the said Record joined between the Parties aforesaid, died in Manner and Form as the said *John Osgood* and *Nathaniel* have above alledged: And this he is ready to verify: Wherefore he prays, that the said Judgment may be in all things affirmed, &c.

And the said *John Osgood* and *Nathaniel Rouse* as before say, That the said *John Woods*, before the Trial of the said Issue in the said Record joined between the Parties aforesaid, died in Manner and Form as they

the

the said *John Osgood* and *Nathaniel Rouse* have above alledged; and they pray that this may be inquired of by the Country; And the said *John Alexander* does likewise Issue. the same, &c. It is therefore commanded to the Sheriff of the said County of *Sussex*, *Venire a-warded.* that he cause to come before our Lord the King from the Day of the Holy *Trinity* in three Weeks, wheresoever, &c. twelve, &c. of the Body of the County, &c. by whom, &c. and who neither, &c. to take Cognizance upon their Oaths, whether the said *John Woods*, before the Trial of the said Issue in the said Record joined between the Parties aforesaid, died, as the said *John Rouse* and *Nathaniel Rouse* have alledged, or no; because as well, &c. The same Day is given to the Parties aforesaid, &c. At which Day before our Lord the *Return.* King at *Westminster* came as well the said *John Osgood* and *Nathaniel Rouse* in their proper Persons, as the said *John Alexander* by his Attorney aforesaid; and the Sheriff of *Sussex*, to wit, returns the said Writ of *Venire facias* to him in Form aforesaid directed, in all things served and executed, together with a Panel of the Names of the Jurors, of whom none, &c. It is *Distingas a-warded.* therefore commanded to the said Sheriff, that he distrain the said Jurors by all their Lands, &c. so that he may have their Bodies before our Lord the King from the Day of *St. Michael* in three Weeks, wheresoever, &c. or before the Justices of our said Lord the King assigned to take the



*The Attorney's Practice*

Affizes in the County aforesaid, if they shall first come on the Day of at in the County aforesaid, according to the Form of the Statute in such Case made and provided, for Default of the Jurors, &c. Therefore let the Sheriff have the Bodies, &c. The same Day is given to the Parties aforesaid, &c. **And** be it known, that the King's Writ in this Case on Record was delivered to the Deputy Sheriff of the said County, on [the last Day of the Term] in this same Term before our Lord the King at *Westminster*, to be executed according to Law, at his Peril, &c.

**Le Scien-**  
**dum.**

*As yet of the Term of the Holy Trinity.*  
*Witness Sir William Lee, Knight.*

*Warrant of*  
*Attorney for*  
*the Plaintiff*  
*in Error.*

*England, to wit, Thomas Murray puts in his Place John Wisbaw his Attorney to prosecute his Writ of Error against William Rowley, Esq; in a Plea of Trespass, and Ejectment of Farm.*

*For the De-*  
*fendant.*

*England, to wit, The said William Rowley puts in his Place Arthur Stone his Attorney against the said Thomas Murray on the said Writ of Error in the Plea aforesaid.*

*Entry of a*  
*Writ of Error*  
*to B.R. in*  
*Ireland on*  
*Reversal of a*  
*Judgment in*  
*Ejectment*  
*given in C.B.*  
*there.*

*England, to wit, The Lord the King sent to his trusty and well-beloved John Rogerson, Esq; his Chief Justice appointed to hold Pleas in his Court before the King himself in his Kingdom of Ireland, his Writ closed in these Words, to wit.*

**George**

*in the Court of King's Bench.* 489

George the Second, by the Grace of *The Writ of*  
God, of Great Britain, France and Ireland *Error.*

King, Defender of the Faith, &c. To  
our trusty and well beloved *John Rogerson*,  
Esq; our Chief Justice appointed to hold  
Pleas before us in our Kingdom of *Ireland*,  
Greeting : Forasmuch as in the Record and  
Process, as also in giving of Judgment in a  
Plaint which was before our Justices of the  
Bench in our Kingdom of *Ireland*, by our  
Writ between *Thomas Murray* and *William*  
*Rowley*, Esq; of a certain Trespass and  
Ejectment of Farm done to the said *Thomas*  
by the said *William* : Whereupon Judg-  
ment was given for the said *Thomas* against  
the said *William* in the same Court of the  
Bench in our said Kingdom of *Ireland* :  
Which said Record and Process, by reason  
of Error intervening, we caused to come  
before us in our said Kingdom of *Ireland*,  
and Judgment thereupon before us against  
the said *William* is reversed as it is said ;  
and because in reversing of the said Judg-  
ment before us in our said Kingdom of *Ire-*  
*land* upon our said Writ of Error, manifest  
Error hath intervened, to the great Damage  
of the said *Thomas*, as by his Complaint  
we are informed : We willing that the said  
Error, if any, be duly amended, and full  
and speedy Justice done to the said Parties  
in this Behalf, do command you, that if  
Judgment be thereupon given in our said  
Court of the Bench, and in our Court re-  
versed before us in our said Kingdom of  
*Ireland*,

*Ireland*, then you send to us distinctly and plainly under your Seal the Record and Process aforesaid, with all things touching the same, and this Writ, so that we may have them before us from the Day of St. *Martin* in fifteen Days, wheresoever we shall then be in *England*, that the Record and Process aforesaid being inspected, we may cause further to be done thereupon for amending the said Error, as of right and according to the Law and Custom of *England* shall be meet to be done; and notify to the said *William*, that he be then there to proceed in the said Complaint, and further to do and receive what our Court in *England* shall consider in the Premises. Witness ourself at *Westminster* the fifteenth Day of *October* in the thirteenth Year of our Reign.

Allowed

Prudom.

*John Rogerson.**The Return.*

The Record and Process within mentioned, with every thing touching the same, I most humbly send to our Lord the King wheresoever he shall be in *England* in a certain Record to this Writ annexed, and I have notified to the within named *William Rowley*, that he be then there to proceed in the said Complaint, as by the said Writ I am commanded.

The Answer of *John Rogerson* the Chief Justice within named.

[Then enter the whole Transcript.]

After.

Afterwards, to wit, on Wednesday next after fifteen Days from the Day of Easter in this same Term before the Lord the King at Westminster comes the aforesaid Thomas Murray by John Whishaw his Attorney, and saith, that in the Record and Proceedings of Reversal and Annulity of the Judgment aforesaid upon the said first Writ of Error, there is manifest Error in this, to wit, That the Judgment aforesaid by the said Court of the said Lord the King before the King himself in Ireland upon the said first Writ of Error was reversed and annulled; whereas the said Judgment ought to have been affirmed by the same Court: Therefore in this there is manifest Error: And the said Thomas Murray prayeth, that the Reversal and Annulity of the Judgment aforesaid for that and other the Errors in the Record and Proceedings of Reversal and Annulity of the same Judgment may be reversed, annulled, and altogether held for naught; and that the said first Judgment may in all things be affirmed; and that he may be restored to every thing which he lost by reason of the same Reversal and Annulity, and that the aforesaid William Rowley may rejoin to the Errors aforesaid, &c.

*Assignment of Errors in B. R. in England on a Judgment given for the Plaintiff in C. B. in Ireland, and reversed in B. R. there.*

*J. Strange.*

And the said William by Arthur Stone Rejoinder in his Attorney comes here into Court, and Error. says, that in the Record and Proceedings of



of Reversal and Annulity of the Judgment aforesaid upon the said first Writ of Error, there is not any Error; and prays that the Court of our said Lord the King here may proceed to examine as well the Record and Proceedings of Reversal and Annulity of the aforesaid Judgment upon the said first Writ of Error as the Matter aforesaid above assigned for Error; and that the Judgment of Reversal and Annulity aforesaid upon the said first Writ of Error may be in all things affirmed, &c.

*Tho. Denison*

*Certiorari to  
the Custos  
Brevium to  
certify an At-  
tachment of  
Privilege.*

*GEORGE* the Second, &c. To our trusty and well beloved *George Henry* Earl of *Litchfield*, Keeper of the Writs and Rolls of our Court of the Common Bench, Greeting: We willing for certain Causes to be certified, whether our Writ of Attachment of Privilege between *Gilbert Douglas*, Gentleman, one of the Attorneys of our Court of Common Bench at *Westminster*, and *Charles King*, Esq; of a Plea of Trespass upon the Case be filed or remaining of Record in your Custody or not, do command you, that you search the File of Writs of Attachment of Privilege, and other Memorandums of the County of *Middlesex* of the Term of *St. M.* last past, being in your Custody on Record of the Court of the Bench, and that without Delay you certify to us wheresoever we shall be in *England*, &c. What you shall find of the said

*in the Court of King's Bench.* 493

faid Writ between the Parties aforesaid, of the Plea aforesaid, together with the Return thereof and this Writ. Witness Sir William Lee, Knt. at Westminster the 15th Day of \_\_\_\_\_ in the \_\_\_\_\_ Year of our Reign.

*Anthony and Bigge.*

Henry Goodwin, of Newgate-street, London, Sugar Baker.

Thomas Nichols, of Tower-hill, London, Wine Merchant.

You severally acknowledge to owe ——— *The Form of*  
[the Plaintiff in the Action] the Sum of *taking the Re-*  
—— [double the Sum recovered] upon *cognizance of*  
Condition that ——— and ——— [the Defend- *Bail in Error*  
*coram nobis*  
*residen.*  
ants in the Action] prosecute their Writ of Error with Effect; and if Judgment be affirmed, shall satisfy and pay the Debt, Damages and Costs recovered, together with such Costs as shall be awarded by Occasion of the Delay of Execution, or else you will do it for them.

*Of the Term of St. Hilary in the 22d and 23d Years of King Charles the Second.*

Barloe against **AND** the said Peter Bar- *Assignment of*  
Turner. *loe by Daniel Marwood Errors.*

his Attorney comes here and says, that in the said Record and Proceedings, and also in

in giving the said Judgment there is manifest Error, *to wit*, in this, that where the said Judgment given in the said Complaint was given for the said *Gawen Turner* against the said *Peter Barloe* in the Plea aforesaid, the said Judgment by the Law of the Land of *this Kingdom of England* ought to have been given for the said *Peter Barloe* against the said *Gawen Turner*; and so the said *Peter* says, that in the said Record and Proceedings, and also in giving the said Judgment, there is manifest Error: And the said *Peter* prays the Writ of our Lord the King to summons, &c.

*T. Siderfin.*

*Continuance.*

At which Day before our Lord the King at *Westminster* the said Parties come by their Attornies aforesaid; but because the Court of our Lord the King now here is not yet advised of giving their Judgment of and upon the Premisses, a Day is thereupon given to the said Parties before our Lord the King at *Westminster* until *Friday* on the Morrow of the Ascension of our Lord to hear their Judgment thereupon, for that the Court of our said Lord the King now here is not yet advised, &c. At which Day before our Lord the King at *Westminster* the said Parties come by their Attorneys aforesaid: Whereupon the said Court having seen and fully understood all and singular the Premisses, and having diligently examined and inspected as well the Record and Proceedings aforesaid, and the Judgment

*Affirmance of  
a Judgment  
in B. R.*

ment given thereupon, as the Causes and Matters aforesaid assigned by the said *J. S.* as above for Error ; It appears to the said Court that there is no Error either in the Record and Proceedings aforesaid, or in the giving the Judgment aforesaid ; and that the said Record is no ways vitious or defective : Therefore it is considered, that the Judgment be in all Things affirmed, and that it stand in its full Force and Virtue notwithstanding the Cause and Matter aforesaid as above assigned for Error : **And** it is further considered by the said Court, that the said *W. M.* recover against the said *J. S.* ten Pounds adjudged to the said *W. M.* by the said Court according to the Form of the Statute in such Case made and provided, for his Costs, Charges and Damages which he hath sustained by reason of the Delay of Execution of the Judgment aforesaid, on Pretext of prosecuting the Writ of Error aforesaid : And that the said *W. M.* have Execution thereof.

*Costs occasioned by dilations in Executionis.*

**Afterwards, to wit,** on the — Day of — in the — Year of the Reign of our Sovereign Lord George the Second, by the Grace of God of *Great Britain, France and Ireland* King, Defender of the Faith, the Transcript of the said Record and Process, between the Parties aforesaid, of the Plea aforesaid, with all Things touching the same, on Pretext of a certain Writ of Error prosecuted in the Premises by the said

*Entry of Record transmitted into the Exchequer Chamber.*



said *P.* before his Majesty's Justices of the Common Bench and Barons of the Exchequer of the Degree of the Coif, were transmitted from the Court of our said Lord the King, before the King himself, into the Exchequer Chamber, according to the Form of the Statute made in the Parliament of our Lady *Elizabeth* late Queen of *England*, held at *Westminster* the twenty-third Day of *November* in the twenty-seventh Year of her Reign ; And the aforesaid *P.* appearing in the same Court of Exchequer Chamber, assigned certain Matters for Errors in the Record and Process aforesaid, for reversing and annulling the Judgment aforesaid : To which the aforesaid *D.* likewise appearing in the same Court of Exchequer-Chamber, pleaded that there was no Error either in the Record or Process aforesaid, or in giving of the said Judgment.

*Error assigned.*

*Affirmance of  
Judgment in  
the Exchequer  
Chamber.*

And afterwards, *to wit*, on — the — Day of — in the — Year of the Reign, &c. the said Court of Exchequer Chamber having seen and diligently examined and fully understood, as well the Record and Process aforesaid, and the Judgment thereupon given, as the said Causes assigned and alledged for Error by the said — it appeared unto the said Court of Exchequer Chamber, that the said Record was in no ways vitious or defective, and that there was no Error in the said Record : Therefore it was then and there

there considered by the said Court of Exchequer Chamber, that the said Judgment be in all Things affirmed, and stand in full Force and Effect notwithstanding the said Causes and Matters assigned for Error by the said ———

And it was also at the same Time considered by the same Court, that the said ——— recover against the said ———

*Costs*  
Occasionis Executionis.

ten Pounds adjudged to the said ——— by his own Assent by the said Court, according to the Form of the Statute in such Case made and provided, for his Damages, Costs and Charges which he had sustained by reason of the Delay of Execution of the said Judgment on Pretence of prosecuting the said Writ of Error: And thereupon the said Record and Proceedings of the Justices of the Common Bench, and of the Barons of the Exchequer aforesaid before them had in the Premises, were then remitted by the said Justices and Barons before our said Lord the King where-soever he then was in *England*, according to the Form of the Statute above mentioned: And they now remain here in the Court of our said Lord the King, before the King himself.

*Remittitur.*

As the Court, &c. And prays the Writ Scire Facias of our said Lord the King, to warn the said *Richard* to be before our Lord the King to hear the said Record and Proceedings: And it is granted to him, &c. By which it is commanded to the Sheriff of

*pray'd and awarded.*

*Parties appear.*

*Plaintiff in Error alledges the Errors before assigned, &c.*

the County of *Surry*, that by good and lawful Men of his Bailiwick he make known to the said *Richard*, that he be before our Lord the King from the Day of the Holy *Trinity* in fifteen Days wheresoever he shall then be in *England*, to hear the Record and Proceedings aforesaid, if it shall seem expedient to him : And further to do and receive what the Court of our Lord the King before the King himself shall consider in that Behalf : The same Day is given to the said *Robert*, &c. At which Day before our Lord the King at *Westminster* came the said *Robert* by his Attorney aforesaid : And the said *Richard* on the fourth Day of the Plea being solemnly demanded, also came by *Gile Clark* his Attorney : Upon which the said *Robert* as before says, that in the said Record and Proceedings, and also in giving the said Judgment, there is manifest Error, by alledging the said Errors by him in Form aforesaid alledged ; and prays that the said Judgment for those Errors, and others being in the said Record and Proceedings, may be reversed, annulled and entirely held for nought, and that he may be restored to all that he has lost by Occasion of the said Judgment ; and that the said *Richard Lombard* may rejoin to those Errors ; and that the Court of our Lord the King here may proceed to examine as well the Record and Proceedings aforesaid, as the Matter aforesaid above assigned for Error : Upon which the said *Richard*

*in the Court of King's Bench.* 499

Richard says, that the said Robert Lombard on the said 29th Day of July in the twenty-ninth Year aforesaid was of full Age, and not under the Age of one and twenty Years, in Manner and Form as the said Robert Lombard has above alleged: And he prays that this may be inquired of by the Country: And the said Robert Lombard does so likewise: *Defendant in Error says that the Plaintiff was of full Age.*

**Therefore** it is commanded to the Sheriff of the County of Surry, that he cause to come before our Lord the King from the Day of the Holy Trinity in three Weeks wheresoever, &c. twelve free and lawful Men of the Visne of Southwark aforesaid, in the County aforesaid, of whom each has twenty Pounds of Land, Tenements, or Rents by the Year at the least, by whom the Truth of the Matter may better be known, and who are no ways related either to the said Robert Lombard or to the said Richard Lombard, to take Cognizance upon their Oaths, Whether the said Robert Lombard on the said 29th Day of July in the twenty-ninth Year aforesaid, was of the full Age of one and twenty Years or not: *And the Issue.*

**Therefore** it is commanded to the Sheriff of the County of Surry, that he cause to come before our Lord the King from the Day of the Holy Trinity in three Weeks wheresoever, &c. twelve free and lawful Men of the Visne of Southwark aforesaid, in the County aforesaid, of whom each has twenty Pounds of Land, Tenements, or Rents by the Year at the least, by whom the Truth of the Matter may better be known, and who are no ways related either to the said Robert Lombard or to the said Richard Lombard, to take Cognizance upon their Oaths, Whether the said Robert Lombard on the said 29th Day of July in the twenty-ninth Year aforesaid, was of the full Age of one and twenty Years or not: *Returned.*

**At** which Day before our Lord the King at Westminster the said Robert Lombard came by his Attorney aforesaid: *Returned.*

And the Sheriff returned the said Writ to him thereupon directed, together with a Panel of the Names of the Jurors in all Things served and executed, of whom none, &c. *Furors make Default.*

**Therefore** it is commanded to the Sheriff, that he distrain the said Ju- *Distringas & warded.*

**the** Sheriff, that he distrain the said Ju- *warded.*

**the** Sheriff, that he distrain the said Ju- *warded.*

**the** Sheriff, that he distrain the said Ju- *warded.*

**the** Sheriff, that he distrain the said Ju- *warded.*

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**the** Sheriff, that he distrain the said Ju- *warded.*

**the** Sheriff, that he distrain the said Ju- *warded.*



Nisi Prius.

Le Scien-  
dum.

rors by, &c. and that of the Issues, &c. so that he may have their Bodies before our Lord the King from the Day of St. *Michael* in three Weeks wheresoever, &c. Or before the Justices of our said Lord the King assigned to take the Assizes in the County aforesaid if they shall come before, on *Wednesday* the twenty-fourth Day of *July*, at *Rygate* in the County aforesaid by Form of the Statute, &c. for Default of the Jurors, &c. to make the said Jury between the Parties aforesaid, of the Plea aforesaid : The same Day is given to the said Parties, &c. And be it known, that the Writ of our said Lord the King thereupon, on the 19th Day of *June* in this same Term, before our Lord the King at *Westminster*, was delivered of Record to the Deputy Sheriff of the County aforesaid, to be executed in Form of Law at his Peril, &c.

Writ of Error  
to the Exche-  
quer Chamber  
in Ireland.

GEORGE the Second, by the Grace of God, of Great Britain, France and Ireland King, Defender of the Faith, &c. To his Treasurer and Barons of his Exchequer in Ireland, Greeting : Forasmuch as in the Record and Process, as also in giving Judgment in a Plaint, which was before you our said Barons in our Exchequer by Bill, between *Stephen Norton* our Debtor and *Mary Rice*, of a certain Trespass and Ejectment of Farm done to the said *Stephen* by the said *Mary*, which said Record and Process by reason of Error intervening, we caused

\* Li  
Jure fu  
272.  
studin

to come before the Lord Chancellor of Ireland and you the said Treasurer and Barons, into the Chamber of Council called the Council Chamber of the said Exchequer in *Ireland*, and Judgment thereupon before the Lord Chancellor and you the said Treasurer and Barons is affirmed, as it is said; manifest Error hath intervened, to the great Damage of the said *Mary*, as by her Complaint we are informed; we willing that the said Error, if any, be duly amended, and full and speedy Justice done to the said Parties in this Behalf, Do command you, that if Judgment be given thereupon and affirmed, then you send to us distinctly and plainly into our Parliament in *Great Britain* the next Session, to be held on *Thursday* the ninth Day of *August* next ensuing, the Record and Process aforesaid, with all Things touching the same and this Writ; that inspecting the Record and Process aforesaid, we may cause further to be done thereupon by the Assent of the Lords Spiritual and Temporal in the same Parliament assembled for correcting the said Error \*, *as of Right and according to the Law and Custom of England* shall be meet to be done. Witness Ourself at *Westminster* the nineteenth

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\* Lilly p. 238, 271, 287, 290, 291. Quod de Jure fuerit faciendum.

272, 287, 288. Quod de Jure & secundum consuetudinem Regni nostri *Hibernia* fuerit faciendum.

Day of *June* in the thirteenth Year of our  
Reign.

*Putland.*

Indorsed By our Lord the King.

Paid for this Writ 6 *l.* 2 *s.*

*Note ;* The Plaintiff in Error, *Mary Rice*, is an Infant, and the Suit below is by *William Lord Howth* her Guardian : But it seems the Cursitors take no Notice of Infancy in a Writ of Error.

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